



## INTERGOVERNMENTAL AGREEMENT (IGA)

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1740 W. ADAMS, ROOM 303  
PHOENIX, ARIZONA 85007  
(602) 542-1040

Agreement No. HG632024

Contract Management Specialist  
Shain Rybarczyk

1. Begin Date: October 1, 2005
2. Ending Date: September 30, 2006

### Pascua Yaqui Tribe

Tribal Name

7474 South Camino DeOeste

Address

Tucson AZ 85757

City State Zip Code

Authorized Signature

Date

Herminia Frias

Printed Name

Tribal Chairwoman

Title

Attorney General Agreement No. KR05-1074-EH<sup>5</sup> which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona.

Robert J. Sorce  
Signature

10/13/05  
Date

Assistant Attorney General  
Printed Name

Robert J. Sorce

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this 18<sup>th</sup> day of October, 2005.

Christine Ruth  
Procurement Officer

RESERVED FOR USE BY THE SECRETARY OF STATE:

NO. 27789  
Filed with the Secretary of State  
Date Filed: 10-26-05

Janice K. Brewer  
Secretary of State

By: [Signature]

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## SCOPE OF WORK

### A. BACKGROUND AND PURPOSE

#### BACKGROUND

The Pascua Yaqui Tribe, (the "Tribe") and the State of Arizona recognize that it is vitally important to both acknowledge and honor the history of the Yaqui people and that this is essential in the healing of the community through the provision of Behavioral Health Services. While each Native American tribe has its own unique history and culture, all share a common experience of trauma and immense loss. It is recognized that this history impacts the health of Native Americans today, especially that of tribal elders who struggled for survival. The State of Arizona through the Division of Behavioral Health Services "ADHS" acknowledges the need to form a partnership with the Pascua Yaqui Tribe to meet the Behavioral Health care needs of tribal members.

This Intergovernmental Agreement also values the collective efforts and the desire to build a partnership, which reiterates the commitment to the government-to-government relationship that exists between the State of Arizona and the Pascua Yaqui Tribe. The development and implementation of this Intergovernmental Agreement is in recognition of this special relationship. The State of Arizona recognizes the right of tribal governments to self-govern and supports tribal sovereignty and self-determination.

WHEREAS ADHS is duly authorized to execute and administer agreements under Arizona Revised Statutes Sections 36-104, 36-3401 et seq.; and

WHEREAS the Tribe is duly authorized to execute and administer agreements under Article VI, section 1(a) of the Constitution of the Pascua Yaqui Tribe ; and

WHEREAS ADHS and the Tribe are authorized by A.R.S. § 36-104, 36-3401 et seq. and the Tribe's governing laws to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies;

WHEREAS, ADHS and the Tribe endeavor to provide accessible, timely behavioral health services tailored to the person and family in accordance with best practices, provided in the most appropriate setting, designed in collaboration with the person, family and others to achieve functional outcomes; and

WHEREAS ADHS desires that the Tribe provide behavioral health services and the Tribe has agreed to provide behavioral health services pursuant to the terms and conditions contained herein;

#### PURPOSE

1. The Arizona Department of Health Services/Division of Behavioral Health Services (ADHS) administers behavioral health programs and services for children and adults and their families. ADHS is responsible for administering behavioral health services for several populations funded through various sources.
  - a. The State Medicaid agency, Arizona Health Care Cost Containment System (AHCCCS), has an agreement with ADHS to administer the behavioral health benefit for Title XIX and Title XXI children and adult acute care members.
  - b. State law requires ADHS to administer community based treatment services for adults who have been determined to have a serious mental illness (SMI).

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- c. ADHS administers other federal, state and locally funded behavioral health services.
- 2. Throughout the state, ADHS contracts with organizations to administer integrated managed care delivery systems as specified. Organizations that are contracted with the state to administer these behavioral health delivery systems are referred to as Regional Behavioral Health Authorities (RBHA).
- 3. The Tribe agrees to administer a managed care behavioral health delivery system to provide services that are individual, family centered and culturally relevant that result in:
  - a. Improved functioning,
  - b. Reduced symptoms stemming from behavioral health problems, and
  - c. Improved quality of life for families and individuals.
- 4. The Tribe agrees to be proactive and innovative in organizing and administering a behavioral health delivery system that meets the behavioral health service needs of individuals and families. As new information and knowledge is obtained, the Tribe agrees to adjust operations to be responsive to the needs of the individuals and families being served.
- 5. The Tribe agrees to apply managed care practices in a manner that results in individuals and families accessing and receiving behavioral health services that are individual and family centered.
- 6. The Tribe agrees to operate in partnership with ADHS and other stakeholders to ensure that operations are effective and efficient and result in the delivery of effective behavioral health services. The Tribe agrees to solicit routine input from the community including, but not limited to, input from persons and family members receiving services to inform the Tribe about how to better organize its operations and how to improve the behavioral health delivery system.
- 7. Arizona System Principles

The Tribe agrees to organize its operations in accordance with the behavioral health delivery system following System Principles.

  - a. Easy Access to Care
    - 1) Accurate information is readily available that informs behavioral health recipients, family members and stakeholders how to access services.
    - 2) The behavioral health network is organized in a manner that allows for easy access to behavioral health services.
    - 3) Services are delivered in a manner, location and timeframe that meet the needs of behavioral health recipients and their families.
  - b. Behavioral Health Recipient and Family Member Involvement
    - 1) Behavioral health recipients and family members are active participants in behavioral health delivery system design, prioritization of behavioral health resources and planning for and evaluating the services provided to them.
    - 2) Behavioral health recipients, family members and other parties involved in the person's and family's lives are central and active participants in the assessment, service planning and delivery of behavioral health services and connection to natural supports.
  - c. Collaboration with the Greater Community

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- 1) Stakeholders including general medical, child welfare, criminal justice, education and other social service providers are actively engaged in the planning and delivery of integrated services to behavioral health recipients and their families.
  - 2) Relationships are fostered with stakeholders to maximize access by behavioral health recipients and their families to other needed resources such as housing, employment, medical and dental care, and other community services.
  - 3) Providers of behavioral health services collaborate with community stakeholders to assist behavioral health recipients and family members in achieving their goals.
- d. Effective Innovation
- 1) Behavioral health providers are continuously educated in, and use, best practices.
  - 2) The services system recognizes that substance use disorder and other mental health disorders are inextricably intertwined, and integrated substance abuse and mental health assessment and treatment are the community standard.
  - 3) To the extent possible, Behavioral health recipients and family members (who want to) are provided training and supervision to become, and be retained as, providers of peer support services.
- e. Expectation for Improvement
- 1) Services are delivered with the explicit goal of assisting people to achieve or maintain success, recovery, gainful employment, success in age-appropriate education; return to or preservation of adults, children and families in their own homes; avoidance of delinquency and criminality, self-sufficiency and meaningful community participation.
  - 2) Services are continuously evaluated, and modified if they are ineffective in helping to meet these goals.
  - 3) Behavioral health providers instill hope, even for the most disabled, that achievement of goals is possible.
- f. Cultural Competency
- 1) Behavioral health service providers are recruited, trained and evaluated based upon competence in linguistically and culturally appropriate skills for responding to the individual needs of each behavioral health recipient and family members.
  - 2) Corporate management reflects cultural diversity in values and action.
  - 3) Corporate management and behavioral health service providers strive to improve through periodic cultural self assessment and modify individual services or the system as a whole as needed to achieve this goal.

### **B. ELIGIBILITY GROUPS COVERED UNDER THIS AGREEMENT**

1. The following individuals and families who are eligible beneficiaries of Tribal services are covered under this Agreement:
  - a. Title XIX and Title XXI Eligible Children and Adults

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- 1) ADHS/DBHS Provider Manual lists the AHCCCS eligibility key codes for all Title XIX and Title XXI children and adults that are covered under this Agreement.
  - 2) The Title XIX eligible children include but are not limited to:
    - a) Title XIX children who have been adjudicated by the court to be in the care and custody of:
      - i. Arizona Department of Economic Security/Division of Children Youth and Families (Child Protective Services);
      - ii. Arizona Department of Juvenile Corrections (except for those who are adjudicated delinquents and in a secure facility);
      - iii. Administrative Office of the Courts/Juvenile Probation.
    - b) Title XIX children in the Arizona Department of Economic Security/Division of Children Youth and Families Adoption Subsidy Program.
    - c) Title XIX children in the Arizona Department of Economic Security/Division of Children Youth and Families voluntary foster care arrangements.
  - 3) Title XIX and Title XXI eligible beneficiaries regardless if they live on or off reservation.
- b. Reserved
- c. Non-Title XIX/XXI Persons with a Serious Mental Illness (SMI)
- These are persons who are determined to have a serious mental illness in accordance with the SMI Determination requirements in ADHS/DBHS Policy as outlined in the Pascua Yaqui Provider Manual.
2. The following individuals and families are covered under this Agreement to the extent that funding is available and allocated to the Tribe and to the extent that the individual complies with AHCCCS eligibility screening and referral processes and requirements, where applicable, as outlined in ADHS/DBHS Policy as outlined in the Pascua Yaqui Provider Manual:
    - a. Non-Title XIX/XXI General Mental Health Adults (GMH)
 

Adult persons age eighteen (18) and older who have general behavioral health issues and have not been determined to have a serious mental illness.
    - b. Non-Title XIX/XXI Substance Abuse Adults (SA)
 

Adult persons age eighteen (18) and older who have a substance abuse problem or dependence, referred for DUI screening, education and treatment, and have not been determined to have a serious mental illness.
    - c. Non-Title XIX/XXI Children
 

Children up through the age of seventeen (17) who are in need of behavioral health services.



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d. Prevention Participants

Any child or adult who participates in prevention programs provided by the Tribe. These individuals are not enrolled into the behavioral health system.

**C. SERVICES THAT ARE TO BE PROVIDED UNDER THIS AGREEMENT**

1. The Tribe agrees to either through direct delivery, Tribal Services, Indian Health Services or through subcontracts, provide the following services:
  - a. Treatment Services
    - 1) Counseling
    - 2) Consultation, Evaluation & Specialized Testing
    - 3) Other Professional
  - b. Rehabilitation Services
    - 1) Living Skills Training
    - 2) Cognitive Rehabilitation
    - 3) Health Promotion
    - 4) Supported Employment
  - c. Medical Services
    - 1) Medication
    - 2) Laboratory, Radiology and Medical Imaging
    - 3) Medical Management
    - 4) Electro-Convulsive Therapy
  - d. Support Services
    - 1) Case Management
    - 2) Personal Assistance
    - 3) Family Support
    - 4) Peer Support
    - 5) Therapeutic Foster Care
    - 6) Respite Care
    - 7) Interpreter Services
    - 8) Flex Fund Services
    - 9) Transportation
  - e. Crisis Intervention Services
    - 1) Mobile
    - 2) Telephone
    - 3) Crisis Services
  - f. Inpatient Services (Level I Behavioral Health Facility)
    - 1) Hospital
    - 2) Subacute
    - 3) Residential Treatment Center
  - g. Residential Services
    - 1) Behavioral Health Short-Term Residential (Level II), Without Room and Board
    - 2) Behavioral Health Long-Term Residential (Non-medical, Non-acute) Without Room and Board (Level III)
    - 3) Mental Health Services – Not Otherwise Specified (NOS) (Room and Board)

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- h. Behavioral Health Day Program
    - 1) Supervised Behavioral Health Treatment and Day Programs
    - 2) Therapeutic Behavioral Health Services and Day Programs
    - 3) Community Psychiatric Supportive Treatment and Medical Day Programs
  - i. Prevention Services
- 2. ADHS/DBHS Covered Behavioral Health Services Guide provides a full description of these services including definitions; service standards/provider qualifications; code specific information; and billing limitations for each service. The ADHS/DBHS Covered Behavioral Health Services Guide specifies the funding sources that shall be used to reimburse the provision of covered services based upon eligibility of the person and the permissible reimbursement for Title XIX/XXI funding.
 

For services delivered by off reservation providers, services must be delivered by providers certified through ADHS and registered with AHCCCS that are appropriately licensed by the ADHS Office of Behavioral Health Licensure or registered with ADHS and operating within the scope of their practice. ADHS may from time to time add or delete specific codes and services subject to the dispute resolution clause.
- 3. ADHS has no responsibility for payment for behavioral health services covered through an IHS or a 638 tribal entity for Native American Title XIX or Title XXI members; AHCCCS is responsible for these payments. ADHS is responsible for payment:
  - a. For behavioral health services not covered through an IHS or 638 tribal facility.
  - b. For behavioral health recipients referred off reservation from an IHS or 638 tribal facility
  - c. For emergency services rendered at a non-IHS or non-638 tribal facilities to Native American behavioral health recipients.

### **D. TRIBAL ADMINISTRATIVE ORGANIZATION**

- 1. The Tribe agrees to maintain an organizational structure of sufficient size and scope that:
  - a. Implements the Arizona System Principles – Scope of Work Paragraph A.7, Principles for Persons with a Serious Mental Illness – Scope of Work Paragraph G.9 and the Arizona Children’s Vision and Principles – Scope of Work Paragraph G. 10, as outlined herein;
  - b. Adapts to changing needs of behavioral health recipients;
  - c. Ensures that all eligible persons have access to, and receive services through, an individual and family centered approach;
  - d. Supports the effective operations of a managed care behavioral health delivery system;
  - e. Complies with all requirements contained within this Agreement, including, but not limited to, personnel requirements outlined in the Terms and Conditions, Paragraph C.1 and the network management, service delivery, quality management, utilization management, financial management, and training requirements outlined in the Scope of Work; and
  - f. Allows for clear lines of responsibility, authority, communication and coordination within and between functions and departments of the organization and addresses, including but not limited to: personnel requirements outlined in the Terms and Conditions, Paragraph C.1; and administrative requirements outlined in the Scope of Work (i.e. network management, service delivery, quality management, utilization

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management, financial management, management information systems and training).

### **E. NETWORK REQUIREMENTS, MANAGEMENT AND REPORTING**

#### **1. Overview**

The provider network requirements, management and reporting specifications contained within this section apply to:

- a. Title XIX, Title XXI and Non-Title XIX SMI populations; and
- b. Non-Title XIX/XXI populations, as funding is available and services are delivered to these populations.

Requirements that apply exclusively to the Title XIX and Title XXI populations are specified.

#### **2. Provider Network Requirements**

- a. The Tribe agrees to develop a network of providers that::

- 1) Is sufficient in size, scope and types of providers to provide all covered behavioral health services under this Agreement and fulfill all the service delivery requirements contained within Scope of Work Paragraph G and the ADHS/DBHS Provider Manual as outlined in the Pascua Yaqui Provider Manual. In establishing and maintaining the network, the Tribe shall at a minimum consider the following:
  - a) Current *and* anticipated Title XIX and Title XXI eligibles data;
  - b) Current *and* anticipated Title XIX and Title XXI behavioral health enrollment data;
  - c) Current *and* anticipated Non-Title XIX SMI behavioral health enrollment data;
  - d) Current *and* anticipated other Non-Title XIX/XXI population behavioral health enrollment data;
  - e) Current *and* anticipated utilization of services, considering behavioral health recipient characteristics and behavioral health care needs;
  - f) Cultural needs of behavioral health care recipients, which shall be assessed by the Tribe,
  - g) The number of network providers who are not accepting new persons;
  - h) The geographic location of providers and persons, considering distance, travel time, the means of transportation used by persons and whether the location provides physical access for persons with disabilities;
  - i) The prevalent language(s), including sign language, spoken by populations in the service area;
  - j) Quality management data including but not limited to appointment standard data, problem resolution, concerns reported by eligible or enrolled person;
  - k) Behavioral health recipient Satisfaction Survey data;
  - l) Results from Independent Case Reviews conducted by ADHS;
  - m) Complaint, grievance and appeal data;

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- n) Issues, concerns and requests brought forth by other state agency personnel who also have involvement with persons covered under this Agreement; and
  - o) Demographic data.
- 2) Has the minimum number of providers by provider type or service:
  - a) As specified in the Agreement, the Tribe has agreed to provide an annual list of their providers to ADHS.
  - b) As specified in the Agreement the Tribe will provide a Quarterly Provider Network Listing, identifying additions or changes in the provider network services.
- 3) Reserved
- 4) Responds to referrals 24 hours per day, 7 days per week and can respond to immediate, urgent, and routine needs within the timeframes outlined in the Pascua Yaqui Provider Manual.
- 5) Responds to persons and their families in a culturally relevant manner and addresses their service needs in a way that is consistent with their cultural and linguistic heritage and preferences.
- 6) Has providers to deliver services, including crisis telephone services, in the behavioral health recipient's primary or preferred language including services delivered by behavioral health professionals, behavioral health technicians, and, paraprofessionals. In cases where the primary or preferred language is a rare language spoken, services shall be provided through qualified interpreter services.
- 7) Includes a sufficient number of providers who provide the flexibility to accommodate evening and weekend access to services for persons and families who are unavailable for appointments during normal business hours.
- 8) Has a sufficient number of providers to fulfill the function and role of the Clinical Liaison as outlined in the Pascua Yaqui Provider Manual.
- 9) Utilizes behavioral health recipients and family members, who have received appropriate training and preparation, as providers of peer support services.
- 10) Is geographically accessible to all behavioral health recipients.
- 11) Reserved
- 12) Reserved
- 13) Reserved
- 14) The Tribe agrees to ensure that contracting arrangements with providers guarantee behavioral health recipients reaching the age of majority are provided continuity of care without service disruptions or mandatory changes in service providers. Further, the network shall be organized in a manner that allows enrolled children and enrolled parents to receive services from the same provider.

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### **3. Network Management**

- a. The Tribe agrees to have a sufficient number of qualified administrative staff to manage the provider network. Unless approved in advance by ADHS, the Tribe agrees to not delegate the function of network management, network reporting and assurance of network sufficiency except for credentialing and privileging of providers. Network management functions shall include:
  - 1) Recruiting and retaining providers.
  - 2) If the Tribe is not delivering services directly, developing contracts prudently and expeditiously and ensuring that the subcontract requirements outlined in Terms and Conditions Paragraph D.1 are met.
  - 3) Responding to provider inquiries and as applicable, coordinate with, or expeditiously referring inquiries to, other parts of the organization;
  - 4) Managing the credentialing and privileging of providers that are contracted exclusively with the Tribe. The Tribe's credentialing and privileging processes shall be in compliance with ADHS/DBHS Policy, as applicable and as outlined in Pascua Yaqui Provider Manual ;
  - 5) Utilizing the Tribe's established processes to communicate network development needs to and from other parts of the Tribe's organization;
  - 6) Coordinate with the Tribe's quality management personnel in fulfilling provider monitoring requirements as outlined in Scope of Work Paragraph K and ADHS QM/UM Plan;
  - 7) Continually monitoring the network capacity to ensure that there are sufficient providers to provide services to behavioral health recipients including those with specialized needs including services to persons with limited proficiency in English. ADHS intends to enhance its ability to identify the linguistic needs of individuals with limited proficiency in English and to more effectively monitor the Tribe's ability to provide services to these individuals. As these processes are developed, the Tribe agrees to adjust its operations to conform;
  - 8) Monitoring of the network including review of various data sources to determine sufficiency;
  - 9) Ensuring that providers operate under a current license, registration, certification or accreditation as required by the ADHS/DBHS Covered Behavioral Health Services Guide or other state or federal law and regulations.
- b. The Tribe agrees to ensure that all relevant information is disseminated to all behavioral health providers. The Tribe agrees to ensure that all providers have access to the ADHS/DBHS Covered Behavioral Health Services Guide and provider policies developed by the Tribe as outlined in the Pascua Yaqui Provider Manual and any updates either through the Internet, or provision of paper copies to Providers who do not have Internet access.
- c. The Tribe agrees to ensure that the use of subcontracted service providers does not result in duplication of administrative functions between the Tribe and

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subcontractors including but not limited to quality management and utilization management functions. Subcontracts with service providers shall focus on service delivery rather than delegation of administrative responsibilities the Tribe is required to fulfill under this Agreement. The Tribe may not delegate administrative functions to a provider beyond what is required of service providers according to ADHS Policies and Procedures outlined in the Pascua Yaqui Provider Manual without the prior written approval of ADHS.

- d. The Tribe agrees to ensure that their providers obtain and maintain all applicable insurance as outlined in Terms and Conditions, Paragraph E. 1. The Tribe agrees to obtain and keep on file copies of provider insurance certificates, and to make them available for review by ADHS upon request.
- e. The Tribe agrees to select providers based upon at a minimum:
  - 1) The provider meeting the qualifications stated in the ADHS Covered Behavioral Health Services Guide.
  - 2) The provider fulfilling any credentialing and privileging requirements contained in the Pascua Yaqui Provider Manual.
- f. The Tribe agrees to retain providers based upon data acquired while delivering services under this Agreement.
- g. Providers shall be registered with AHCCCS (or ADHS as applicable) as provider types that are specified in the ADHS/DBHS Covered Behavioral Health Services Guide. Providers shall meet all provider qualifications and operate within the scope of their practice.
- h. The Tribe agrees to credential and privilege those providers which are exclusively contracted with the Tribe as required in ADHS/DBHS Policy as applicable, and outlined in the Pascua Yaqui Provider Manual; including temporary credentialing and privileging when needed to ensure the sufficiency of the network and add to specialized providers. The Tribe may partner with the Regional Behavioral Health Authorities (RBHAs) to develop an agreement to conduct joint credentialing and privileging of those shared providers.
- i. The Tribe agrees to not discriminate with respect to participation in the ADHS program, against any provider based solely on the provider's type of licensure or certification. In addition, the Tribe agrees to not discriminate against providers that service high-risk populations or specialize in conditions that require costly treatment. This provision, however, does not prohibit the Tribe from limiting provider participation to the extent that the Tribe is meeting the needs of those persons covered under this Agreement. This provision also does not interfere with measures established by the Tribe to control costs consistent with its responsibilities under this Agreement nor does it preclude the Tribe from using different reimbursement amounts for different specialists or for different practitioners in the same specialty. If the Tribe declines to include individuals or groups of providers in its network, it shall give the affected providers written notice of the reason for its decision. The Tribe may not include providers excluded from participation in Federal health care programs, pursuant to Section 1128 or Section 1128 A of the Social Security Act.
- j. Providers shall not be restricted or inhibited in any way from communicating freely with or advocating for persons regarding:
  - 1) Behavioral health care, medical needs and treatment options, even if needed services are not covered by the Tribe or if an alternate treatment is self-administered;

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- 2) Any information the behavioral health recipient needs in order to decide among all relevant treatment options;
  - 3) The risks, benefits, and consequences of treatment or non-treatment; and,
  - 4) The behavioral health recipient's right to participate in decisions regarding his or her behavioral health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- k. If the network is unable to provide services required under this Agreement, the Tribe agrees to ensure timely and adequate coverage of these services through an out of network provider until a network provider is contracted. The Tribe agrees to ensure coordination with respect to authorization and payment issues in these circumstances.

#### **4. Network Reporting Requirements**

##### **a. Assurance of Network Adequacy and Sufficiency**

- 1) The Tribe agrees to submit to ADHS by March 1 of each year an assurance of the adequacy and sufficiency of the provider network operated through this Agreement. The assurance, signed by the Tribe's Chief Executive Officer, shall verify that:
  - a) The Tribe offers a network with an appropriate range of services, including specialty services, that is adequate for the anticipated number of Title XIX, Title XXI, and Non-Title XIX SMI persons;
  - b) The Tribe maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the accessibility and service needs of the anticipated number of Title XIX, Title XXI and Non-Title XIX SMI persons; and
  - c) The Tribe affirms the efforts being made to maintain or expand services as identified by the Tribe.
- 2) The Tribe agrees to also submit an assurance when there is a significant change in operations impacting services and capacity, including but not limited to:
  - a) Changes in
    - i. services
    - ii. covered benefits,
    - iii. service areas,
    - iv. payments; or
  - b) Addition of new eligibility populations

##### **b. Notification Requirements for Changes to the Network**

- 1) The Tribe agrees to notify ADHS before making any expected network material changes in the size, scope or configuration of the Tribe's provider network as indicated in the most recent network inventory, including the Tribal staffing and provider listing as noted in Exhibit A, Periodic Reporting Requirements. This includes any significant reduction in a provider's workforce or any plan to not fill, or delay filling, staff vacancies.

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- 2) The Tribe agrees to notify ADHS in writing within one (1) day of becoming aware of any unexpected network material change, or learning of a network deficiency, or anticipating a network material change that could impair the provider network. The notice shall include:
  - a) Information about how the change will affect the delivery of covered services;
  - b) The Tribe's plan to ensure that there is minimal disruption to the behavioral health recipient's care and provision of service. The plan shall also address that clinical team meetings with the behavioral health recipient will be provided to discuss the options available to the behavioral health recipient and that treatment plans will be revised to address any changes in services or service providers; and
  - c) The Tribe's plan to address and resolve any network deficiency.
- 3) The Tribe agrees to notify ADHS in writing within five (5) days of a decision by the Tribe to terminate, suspend or limit a subcontract, if the decision impacts the sufficiency of the network, including situations that require behavioral health recipients to transition care to a different provider.
  - a) The notice shall include:
    - i. The number of individuals to be impacted by the termination, limitation or suspension decision including the number of Title XIX and Title XXI and Non-Title XIX/XXI behavioral health recipients affected by program category.
    - ii. The Tribe's plan to ensure that there is minimal disruption to the behavioral health recipient's care and provision of service. The plan shall also address that clinical team meetings with the behavioral health recipient will be provided to discuss the options available to the behavioral health recipient and that treatment plans will be revised to address any changes in services or service providers.
    - iii. The Tribe's plan for communicating changes to affected behavioral health recipients.
  - b) ADHS may require the Tribe to submit a transition plan for individual behavioral health recipients who are impacted by the change.
  - c) The Tribe agrees to track all persons transitioned due to a subcontract suspension, limitation or termination to ensure service continuity. Required elements to be tracked include: Name, Title XIX/XXI status, date of birth, population type, current services that the behavioral health recipient is receiving, services that the behavioral health recipient will be receiving, new agency assigned, and date of first appointment and activities to re-engage persons who miss their first appointment at the new provider. Other elements to be tracked may be added based on the particular circumstances.

#### **c. Quarterly Reports**



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- 1) The Tribe agrees to submit a Quarterly Provider Network Listing Report in a format approved by ADHS and according to the following schedule:

<u>Due to ADHS on:</u>	<u>for the reporting period:</u>
October 31	July 1 through September 30
January 31	October 1 through December 31
April 30	January 1 through March 31
July 31	April 1 through June 30

- 2) The Quarterly Provider Network Listing Report shall include the following elements: providers lost and gained, the name and address of provider, provider type, AHCCCS provider number, and populations served.

d. Annual Provider Network Listing Report

- 1) The Annual Provider Network Listing Report shall include the following elements: the name and address of provider, provider type, AHCCCS provider registration number and populations served. This report shall be submitted annually on or before March 1.

### F. OUTREACH

The Tribe agrees to conduct outreach activities designed to inform persons of the availability of behavioral health services. Outreach activities shall include, but are not limited to:

1. Participation in local health fairs, or health promotion activities;
2. Involvement with local school districts;
3. Reserved;
4. Homeless Outreach;
5. Publication and distribution of informational materials;
6. Liaison activities with local and county jails, Arizona Department of Corrections and Arizona Department of Juvenile Corrections;
7. Routine interaction with agencies that have contact with substance abusing pregnant women;
8. Development and implementation of outreach programs that identify persons with co-morbid medical and behavioral health disorders, persons with co-occurring developmental disabilities and behavioral health disorders, and those who may be seriously mentally ill within the Tribe's service area, including persons that reside in jails, homeless shelters or other settings; and
9. Provide information to mental health advocacy organizations.

Outreach activities may include dissemination of information to the general public, other human service providers, county and state governments, school administrators and teachers and other interested parties regarding behavioral health services available to eligible persons.

### G. SERVICE DELIVERY SYSTEM

#### 1. General Requirements

The Tribe agrees to ensure that services are delivered in accordance with the requirements contained within this Agreement and the:

- a. ADHS/DBHS Policy and Procedure Manual, which contains administrative requirements of the Tribe as applicable;

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- b. ADHS Covered Behavioral Health Services Guide which provides a full description of the services covered under this Agreement including definitions; code specific information; and billing limitations for each service; service standards/provider qualifications;
- c. Accreditation/Credentialing, The Tribe agrees to provide covered services in accordance with any and all applicable professional accreditation standards. The Tribe will obtain and maintain all applicable licenses, permits and authority required to provide covered services.
- d. Fingerprint and certification requirements/juvenile services. The fingerprint and certification requirements listed below apply to this Agreement to the extent it pertains to services to juveniles.
  - i. The Tribe agrees to ensure that all paid and unpaid personnel who are required or are allowed to provide services directly to juveniles have met all fingerprint and certification requirements of A.R.S. §36-425.03 prior to providing such services.
  - ii. The Tribe agrees to ensure and verify that those employees who qualify only for a restricted certification shall be supervised when providing services directly to juveniles.

### **2. Provider Policies**

For the purpose of ensuring that all applicable contract requirements are met fully and consistently by all providers in the Tribal network, the Tribe agrees to develop, maintain, post and distribute comprehensive provider policies. The Tribe agrees to ensure that all provider policies are consistent with ADHS/DBHS Policy, as applicable, and shall ensure that each provider in the Tribal network has access to an electronic or hard copy of all provider policies.

All provider policies shall be subject to periodic review by ADHS. ADHS reserves the right to require the Tribe to make changes to its provider policies at any time. The Tribe agrees to be responsible for making all applicable revisions required by ADHS, within timeframes indicated by ADHS upon its review. Any policy adopted by the Tribe pertaining to fulfilling the requirements of this agreement shall be incorporated by reference in each subcontract. The Tribe may dispute the applicability of the provider policy changes in adherence to the process outlined in Terms and Conditions , Paragraph H.

The Tribe agrees to have effective procedures in place for the periodic updating and revision of policies to include the prompt and accurate communication of these revisions to providers in the Tribal network. The Tribe agrees to provide the ADHS Policy Office Bureau Chief with a cross reference that indicates the location of each required content area within the Tribe's provider policies. The Tribe agrees to provide the cross reference initially by November 1, 2005, and subsequently, within fourteen (14) days of any policy revision that results in a change in the location of a required content area within the Tribe's provider policies. The Tribe's Medical Director or the Medical Director's designee shall identify medical policy requirements, and ensure annual review of the Tribe's medical policies. All non-medical policies shall be reviewed every two (2) years at a minimum, or more often as needed. Each policy shall indicate the date on which the policy was last revised and the date on which the policy is effective.

The Tribe's policies shall contain detailed specifications of standards and procedures for operational, fiscal, program and administrative policies applicable to providers including, but not limited to, the following:

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- a) Advance Directives in accordance with 42 CFR 422.128
- b) Appointment standards, timeliness of client referral, intake and service delivery [42 CFR 438.206]
- c) Claims submission. A completed sample of each form shall be included and an explanation of which form, UB92/837I, HCFA 1500/837P, or Form C/NCPDP V5.1 is to be used for services
- d) Coordination of care and communication with AHCCCS acute contractors [42 CFR 438.208] and other state/Tribal agencies
- e) Covered services, non-covered services and service limitations for Title XIX and Title XXI members
- f) Information on how providers are to assist members in accessing needed covered behavioral health services that a provider is not contracted to provide
- g) Credentialing of providers [42 CFR 438.214(b)(1) and (2)]
- h) Data processing requirements
- i) Termination of identification as a behavioral health recipient
- j) Discharge plans
- k) Dispute resolution, grievance and appeal procedures, including and member rights and responsibilities relating to expedited hearings and notice requirements for Title XIX and Title XXI members and persons determined to have a serious mental illness
- l) Member handbook
- m) Outreach and follow-up activities
- n) Prior authorization system and criteria and notification of denial [42 CFR 438.210(b)(1)]
- o) Referral
- p) Reimbursement and third party procedures, including reporting changes in health insurance (3rd party coverage)
- q) Assessment and treatment planning process
- r) Transition of members
- s) Behavioral health category assignment: SED, Non-SED, SMI, Non-SMI
- t) Responsibility for clinical oversight and point of contact (i.e., Clinical Liaison)
- u) Information regarding member confidentiality including the provider's ability and limitations in sharing treatment and care information with the Health Plan, ALTCS Contractor and other state agencies involved in the member's care according to confidentiality guidelines contained in 42 CFR 431 and A.R.S. §36-509
- v) Approval of out-of-state placements
- w) Physician Incentive Plans in accordance with 42 CFR 422.208 and 422.210
- x) Responsibility for Emergency and Post Stabilization Services
- y) Second Opinions
- z) Provider-Recipient Communications
- aa) Claims medical review
- bb) Claims re-submission policy and procedure
- cc) Inquiries regarding Title XIX and Title XXI eligibility and behavioral health recipient status
- dd) Emergency room/urgent care utilization (appropriate and non-appropriate use of the emergency room and other urgent care settings)
- ee) Fraud and Abuse prevention and detection, including instructions on how to report suspected fraud or abuse
- ff) Grievance and request for hearing rights for members and providers including information regarding time limitations
- gg) Introduction to the ADHS and the Tribe which explains the organization and administrative structure
- hh) Medical record standards
- ii) Provider responsibility and the Tribe's expectations of providers
- jj) Provider training
- kk) Statement of the Arizona Vision and the J.K. Principles

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- ll) Information on where to refer members who are to be served by another Contractor (i.e. Elderly and Physically Disabled ALTCS members)
- mm) A statement that Title XIX and XXI covered services are funded under contract between AHCCCS and ADHS.
- nn) SMI eligibility determination [42 CFR 435.911; A.R.S. Title 36, Chapter 5; 9 A.A.C. 21]
- oo) General and informed consent to treatment [A.R.S. § 8-514.05; A.R.S. § 36-501.17; A.R.S. § 36-522; A.R.S. § 44-132]
- pp) Prescribing and monitoring psychotropic medications [A.R.S. § 36-501.17; A.R.S. § 8-514.05; A.R.S. § 36-522; A.R.S. § 44-132]
- qq) Service prioritization for Non-Title XIX/XXI funding [A.R.S. § 36-3409]
- rr) Special assistance for persons determined to have a serious mental illness [9 A.A.C. 21]
- ss) Seclusion and restraint reporting [42 CFR 483.352; 42 CFR 483.374; 9 A.A.C. 20; 9 A.A.C. 21]
- tt) Reporting of incidents, accidents and deaths [42 CFR 51.2; 42 CFR 483.352; 42 CFR 483.374; A.R.S. § 41-3804; A.R.S. § 46-454]
- uu) Court ordered evaluations procedures, which outline the process for persons receiving services.

The Tribe agrees to make a reasonable effort to ensure that behavioral health providers are continuously educated in and use best practices. Behavioral health service providers shall use the ADHS/DBHS Clinical Guidance Documents as resources, as applicable, in delivering behavioral health services. The ADHS/DBHS Clinical Guidance Documents are available on the ADHS/DBHS website.

### **3. Customer Service**

- a. The Tribe agrees to have a customer service function that is responsive to behavioral health recipients, family members and stakeholders. At a minimum the customer service function shall:
  - 1) Be customer oriented,
  - 2) Respond to inquiries and assist behavioral health recipients, family members and stakeholders in a manner that resolves their inquiry, including having the ability to respond to those with limited English proficiency,
  - 3) Connect behavioral health recipients, family members or stakeholders to the crisis line when indicated,
  - 4) Process referrals including request for services,
  - 5) Provide information on where and how to access behavioral health services,
  - 6) Log all complaints and resolution of the complaints and notify the behavioral health recipient regarding the resolution, train staff to know how to distinguish between a complaint, SMI Grievances, and Member Appeals and know how to triage these to the appropriate personnel,
  - 7) At a minimum, have customer service personnel answering the phones,
  - 8) Have a toll free number, maintained by the Tribe with the ability to transfer calls and may also have a local telephone number; and
  - 9) Have patch capabilities to the crisis line and 911.

### **4. Behavioral Health Recipient Provider Choice**

The Tribe agrees to give behavioral health recipients choice in behavioral health providers within the network.

### **5. Assignment to a Clinical Liaison**

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- a. The Tribe agrees to assign each behavioral health recipient a clinical liaison in accordance with ADHS/DBHS Policy as outlined in the Pascua Yaqui Provider Manual.
- b. The Tribe agrees to maintain a roster that identifies the clinical liaison and clinical liaison contact information for each behavioral health recipient. The Tribe agrees to update the roster as the Clinical Liaison changes.

### **6. Crisis Response System**

- a. The Tribe agrees to maintain a twenty-four (24) hours per day, seven (7) days per week crisis response system. The Tribe agrees to have one publicized telephone crisis response line for the tribal area. This does not preclude the Tribe from allowing or requesting providers to be the primary contact for crisis calls from behavioral health recipients that the provider serves. The crisis response system shall fulfill the following requirements.
  - 1) A telephone crisis response line shall be sufficiently staffed to meet the service demand. One crisis telephone number shall be publicized. Crisis phone response shall include triage, referral and dispatch of service providers and patch capabilities to and from 911 and other crisis providers as applicable.
  - 2) Response to crisis calls shall meet the immediate and urgent response requirements as summarized in ADHS/DBHS Policy, as outlined in the Pascua Yaqui Provider Manual, and have the ability to record referrals, dispositions, and overall response time.
  - 3) Reserved.
  - 4) Reserved.
  - 5) The crisis response system may respond with any of the services outlined in Scope of Work Paragraph C of this Agreement but the service shall be clinically responsive to the needs of the person.
  - 6) Services provided in response to immediate and urgent response needs shall be provided in order to intervene and offer resolutions, not merely triage and transfer, and shall be provided in the least restrictive setting possible, consistent with individual and family need and community safety.
  - 7) The crisis response system must have the capacity to communicate with individuals who do not speak English.
  - 8) Emergency behavioral health services do not require prior authorization and shall be delivered in compliance with ADHS/DBHS Policy, as outlined in the Pascua Yaqui Provider Manual, on Prior Authorization.
  - 9) The Tribe's customer service shall have patch capabilities to the crisis response system.
  - 10) The Tribe agrees to initiate and maintain a collaborative effort with fire, police, emergency medical services, hospital emergency departments, AHCCCS Health Plans and other providers of public health and safety services to inform them of how to use the crisis response system. The Tribe

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agrees to meet regularly with representatives of fire, police, emergency medical services and hospital emergency departments to coordinate services and to assess and improve the Tribe's crisis response services.

- 11) Title XIX and Title XXI enrolled behavioral health recipients shall receive services for psychiatric and/or psychological consultations provided in emergency room settings and shall be covered under this Agreement. The person's AHCCCS acute care health plan is responsible for all other medical services including triage, physician assessment and diagnostic tests for services delivered in an emergency room setting.
- 12) Reserved
- 13) The Tribe agrees to establish a process to ensure persons who have emergency medical needs access emergency medical services. The Tribe agrees to not exclusively rely upon Emergency Rooms to fulfill this requirement.
- 14) If a provider determines that the person receiving services may need court-ordered evaluation, the Tribe agrees to access the appropriate process, which shall be detailed in the Pascua Yaqui Provider Manual.

### **7. Psychotropic Medications - Reserved**

### **8. Coordination of Behavioral Health Benefits and Collection Practices**

#### **a. Coordination of Behavioral Health Benefits**

- 1) The Tribe agrees to adhere to coordination of benefits and third-party liability requirements as described in ADHS/DBHS Policy as outlined in their Pascua Yaqui Provider Manual, as applicable.

ADHS is and shall be a payor of last resort in the event any one or more other third party payors are responsible for covered services provided to enrolled and eligible persons. Given the fact that behavioral health is carved out, IHS is not considered a payor for Title XIX or XXI clients enrolled in the Tribe. The Tribe agrees to coordinate benefits, in accordance with ARS § 36-2903.G, so that costs for services otherwise payable by ADHS are cost avoided or recovered from a liable first or third party payor specified in AAC R9-22-1002.A. The Tribe or subcontracted provider may retain any third party revenue obtained for enrolled persons if all of the following conditions exist:

- i. Total collections received do not exceed the total amount of the Tribe's financial liability for the enrolled person.
- ii. There are no payments made by AHCCCS or ADHS related to fee-for-service, reinsurance or administrative costs (i.e. lien filing, etc.).
- iii. Such recovery is not prohibited by state or federal law.

#### **b. Reserved**

#### **c. Reporting of collections and additional health insurance**

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The Tribe agrees to communicate any known change in or addition to health insurance information, including Medicare, to AHCCCS, Division of Member Services, not later than ten (10) days from the date of discovery using the AHCCCS Third-party Change Form found in the ADHS/DBHS Provider Manual.

d. Limitation on billing and collections

Except as provided by federal and state law or regulation, the Tribe agrees not bill, nor attempt to collect payment directly or through a collection agency from a person claiming to be AHCCCS eligible without first receiving verification that the person was ineligible for AHCCCS on the date of service, or that services provided were not covered services.

**9. Service Delivery Requirements for Persons Determined to Have a Serious Mental Illness**

a. Overview

Persons who have been determined to have a serious mental illness have distinct behavioral health care needs. ADHS is committed to meeting the behavioral health care needs of persons who have been determined to have a serious mental illness. The Tribe agrees to fulfill the additional requirements set forth in this section to meet the needs of persons with a serious mental illness. ADHS has promulgated Administrative Rules, A.A.C.R9-21, that direct the delivery of services for persons determined to have a serious mental illness. In addition to the service delivery requirements in Scope of Work Paragraphs G.1. through G.11. above, the Tribe agrees to fulfill the following services delivery requirements for services provided to persons who have been determined to have a serious mental illness.

b. Service Delivery and Program Requirements

Principles for Persons with a Serious Mental Illness

The service delivery system shall operate in accordance with the following principles for persons who have been determined to have a serious mental illness and their families:

- i. Human dignity;
- ii. Respect for the person's individuality, abilities, needs, and aspirations without regard to the client's psychiatric condition;
- iii. Self-determination, freedom of choice and participation in treatment to the individual's fullest capacity;
- iv. Freedom from the discomfort, distress and deprivation, which arise from an unresponsive and inhumane environment;
- v. Privacy including the opportunity, wherever possible, to be provided clearly defined private living, sleeping and personal care spaces;
- vi. Humane and adequate support and treatment that is responsive to the person's needs, that recognizes that a person's needs may vary, and that is sufficiently flexible to adjust to a person's changing needs;
- vii. The opportunity to receive services which are adequate, appropriate, consistent with the person's individual needs, and least restrictive of the person's freedom;
- viii. The opportunity to receive treatment and services that are culturally sensitive in their structure, process and content;
- ix. The opportunity to receive services on a voluntary basis to the maximum extent possible and entirely if possible;

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- x. Integration of individuals into their home communities through housing and residential services which are located in residential neighborhoods, which rely as much as possible on generic support services to provide training and assistance in ordinary community experiences, and which utilize specialized mental health programs that are situated in or near natural community services;
  - xi. The opportunity to live in one's own home and the flexibility of a service system which responds to individual needs by increasing, decreasing and changing service as needs change;
  - xii. The opportunity to undergo normal experiences, even though such experiences may entail an element of risk; provided however, that an individual's safety or well-being or that of others shall not be unreasonably jeopardized;
  - xiii. The opportunity to engage in activities and styles of living, consistent with the person's interests, which encourage and maintain the integration of the individual into the community.
- c. Eligibility Determinations for Serious Mental Illness
  - i. The Tribe, or its designee, agrees to conduct reviews to determine if an adult person has a serious mental illness as defined in the SMI Eligibility Determination policy contained within the Pascua Yaqui Provider Manual. These reviews shall be conducted for all persons who request a determination or those who meet criteria during an assessment as outlined in the ADHS/DBHS Provider Manual.
  - ii. The Tribe agrees to ensure that processes developed and utilized to determine if a person has a serious mental illness do not result in barriers for behavioral health recipients and excessive expense due to multiple layers of reviews beyond what is required by the SMI Eligibility Determination policy.
- d. Special Assistance
  - i. The Tribe agrees to create a process to notify the ADHS/DBHS Office of Human Rights and the appropriate Human Rights Committee of all individuals deemed to be in need of special assistance.
  - ii. The Tribe agrees to ensure its staff has the necessary skill and knowledge to identify and refer all persons in need of special assistance.
- e. Housing Program - Reserved
- f. Residential Placements or Independent Housing
 

The Tribe agrees to not place persons with a serious mental illness in a residential program where more than eight (8) persons reside at the same address.
- g. Supervisory Care Homes and Unlicensed Board & Care Homes
  - i. The Tribe agrees to assess the living situation for all persons with a serious mental illness to ensure that the person's basic needs are met in an environment that is safe, secure and consistent with their behavioral needs. The Tribe agrees to ensure that any situations observed that pose a threat to the health or safety of a person are promptly resolved.



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- ii. The Tribe agrees to use its best efforts to assist individuals interested in moving to locate alternative settings with appropriate supports, consistent with their individual needs and preferences.
- h. Services for Incarcerated Individuals Determined to have a Serious Mental Illness
  - i. The Tribe agrees to work with jails and prisons to coordinate the discharge and transition of incarcerated individuals to ensure the continuation of prescribed medication and other behavioral health services.
  - ii. The Tribe agrees to collaborate with the County jail diversion programs for persons with a serious mental illness.
- i. Arizona State Hospital
 

The Tribe agrees to subcontract with the Arizona State Hospital for services provided to Title XIX and Title XXI persons.

  - i. The Tribe agrees to meet with the Arizona State Hospital administration and agree upon, and reduce to writing, protocols for referral, bed utilization and census management, coordination of care, discharge planning and dispute resolution.
  - ii. The Tribe agrees to ensure coordination and continuity of care for behavioral health recipients admitted to the Arizona State Hospital, including but not limited to the following:
    - a) diversion of potential admission from the Arizona State Hospital, as appropriate;
    - b) coordination of the admission process with the Arizona State Hospital Admissions Office;
    - c) participation in the Arizona State Hospital treatment and discharge planning;
    - d) forwarding of available clinical and medical record information upon or shortly after admission; and
    - e) any other requested communication and/or collaboration with the Arizona State Hospital
  - iii. The Tribe agrees to make available and maintain community living arrangements, provide appropriate supports necessary to meet the individual needs, and ensure the appropriate discharge of persons with a serious mental illness from the Arizona State Hospital.

### **10. Service Delivery Requirements for Services Delivered to Title XIX and Title XXI Children**

- a. In addition to the service delivery requirements in Paragraph G.1. through G.11. above, the Tribe shall fulfill the following service delivery requirements for services provided to Title XIX and Title XXI Children.
- b. ADHS is fully committed to fulfilling its obligations under the JK Settlement Agreement. ADHS entered into this Agreement because it believes that these obligations are the best way to serve Title XIX children and families in need of behavioral health care. The obligations under the Agreement emphasize partnering with families and children, interagency collaboration, and individualized services aimed at achieving meaningful outcomes for children and families.

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- c. The Tribe shall operate the delivery system in accordance with the Arizona Vision set forth in the JK Settlement Agreement. The Arizona Children's Vision is as follows:

*In collaboration with the child and family and others, Arizona will provide accessible behavioral health services designed to aid children to achieve success in school, live with their families, avoid delinquency, and become stable and productive adults. Services will be tailored to the child and family and provided in the most appropriate setting, in a timely fashion, and in accordance with best practices, while respecting the child's and family's cultural heritage.*

- d. The Tribe shall operate the delivery system in accordance with the JK Settlement Agreement which shall require effective front-line practice, sufficient capacity of providers to deliver needed services, and collaboration with other child serving state agencies.
- e. Although the general service delivery requirements contained in this Agreement and the ADHS/DBHS Provider Manual set forth the requirements for services delivered to Title XIX and Title XXI children and their families, following are highlighted expectations of the Tribe:

1) Arizona Children's Principles

The Tribe shall service all children according to the Arizona Children's Principles:

a) Collaboration with the Child and Family

Respect for and active collaboration with the child and parents is the cornerstone to achieving positive behavioral health outcomes. Parents and children are treated as partners in the assessment process, and the planning delivery, and evaluation of behavioral health services, and their preferences are taken seriously.

b) Functional Outcomes

Behavioral health services are designed and implemented to aid children to achieve success in school, live with their families, avoid delinquency, and become stable and productive adults. Implementation of the behavioral health services plan stabilizes the child's condition and minimizes safety risks.

c) Collaboration with Others

When children have multi-agency, multi-system involvement, a joint assessment is developed and a jointly established behavioral health services plan is collaboratively implemented. Client-centered teams plan and deliver services. Each child's team includes the child and parents and any foster parents, any individual important in the child's life who is invited to participate by the child or parents. The team also includes all other persons needed to develop an effective plan, including, as appropriate, the child's teacher, the child's Child

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Protective Services and/or Division of Developmental Disabilities case worker, and the child's probation officer. The team:

- i. develops a common assessment of the child's and family's strengths and needs,
- ii. develops an individualized service plan,
- iii. monitors implementation of the plan and
- iv. makes adjustments in the plan if it is not succeeding.

d) Accessible Services

Children have access to a comprehensive array of behavioral health services, sufficient to ensure that they receive the treatment they need. Case management is provided as needed. Behavioral health service plans identify transportation the parents and child need to access behavioral health services, and how transportation assistance shall be provided. Behavioral health services are adapted or created when they are needed but not available.

e) Best Practices

Behavioral health services are provided by competent individuals who are adequately trained and supervised. Behavioral health services are delivered in accordance with evidence-based "best practice." Behavioral health service plans identify and appropriately address behavioral symptoms that are reactions to death of a family member, abuse or neglect, learning disorders, and other similar traumatic or frightening circumstances, substance abuse problems, the specialized behavioral health needs of children who are developmentally disabled, maladaptive sexual behavior, including abusive conduct and risky behavior, and the need for stability and the need to promote permanency in class members' lives, especially class members in foster care. Behavioral health services are continuously evaluated and modified if ineffective in achieving desired outcomes.

f) Most Appropriate Setting

Children are provided behavioral health services in their home and community to the extent possible. Behavioral health services are provided in the most integrated setting appropriate to the child's needs. When provided in a residential setting, the setting is the most integrated and most home-like setting that is appropriate to the child's needs.

g) Timeliness

Children identified as needing behavioral health services are assessed and serviced promptly.

h) Services Tailored to the Child and Family

## **SCOPE OF WORK PASCUA YAQUI IGA**

The unique strengths and needs of children and their families dictate the type, mix, and intensity of behavioral health services provided. Parents and children are encouraged and assisted to articulate their own strengths and needs, the goals they are seeking, and what services they think are required to meet these goals.

i) **Stability**

Behavioral health service plans strive to minimize multiple placements. Service plans identify whether a class member is at risk of experiencing a placement disruption and, if so, identify the steps to be taken to minimize or eliminate the risk. Behavioral health service plans anticipate crises that might develop and include specific strategies and services that shall be employed if a crisis develops. In responding to crises, the behavioral health system uses all appropriate behavioral health services to help the child remain at home, minimize placement disruptions, and avoid the inappropriate use of the police and the criminal justice system. Behavioral health service plans anticipate and appropriately plan for transitions in children's lives, including transitions to new schools and new placements, and transitions to adult services.

j) **Respect for the Child and Family's Unique Cultural Heritage**

Behavioral health services are provided in a manner that respects the cultural tradition and heritage of the child and family

k) **Independence**

Behavioral health services include support and training for parents in meeting their child's behavioral health needs, and support and training for children in self-management. Behavioral health service plans identify parents' and children's need for training and support to participate as partners in the assessment process, and in the planning, delivery, and evaluation of services, and provide that such training and support, including transportation assistance, advance discussions, and help with understanding written materials, shall be made available.

l) **Connection to Natural Supports**

The behavioral health system identifies and appropriately utilizes natural supports available from the child and parents' own network of associates, including friends and neighbors, and from community organizations, including service and religious organizations.

2) **Family voice and involvement**

## **SCOPE OF WORK PASCUA YAQUI IGA**

The Tribe shall ensure that families have a voice in their individual treatment and a voice in the operations of the behavioral health delivery system.

3) Child and Family Teams

The Tribe shall ensure that all children are served through child and family teams. Further, the Tribe shall ensure that Clinical liaisons have knowledge and skill to involve others in the child and family process.

4) Support Services

The Tribe shall ensure that the delivery of services shall not only include the traditional outpatient treatment services but shall also use support services that are delivered in a timeframe needed by the child and family. In-home and out-of-home respite shall be readily available when needed.

5) Children in the Care and Custody of the State or Tribe

Children who are in the care and custody of the Tribe or state often have high intensity service needs and need to have care coordinated among state agencies. It is an expectation that the Tribe have providers that have the clinical knowledge and expertise to appropriately address the unique clinical intervention and services needs for these children. It is essential that services are provided in a timeframe that is consistent with their clinical and service needs. Behavioral health services shall be planned and delivered in a manner that minimizes placement disruptions. The Tribe shall also have providers with expertise in meeting the needs of children who have been adopted through the State or Tribe.

6) Training to the Arizona Practice Model - Reserved

7) Stakeholder Involvement

The Tribe shall seek out and consider any input from stakeholders in designing and managing the behavioral health delivery system. The Tribe shall provide information to advocacy organizations and other stakeholders regarding outcomes and status of services delivered to children.

8) Out of State Placement

In accordance with the Children's Principles, children shall receive services to the extent possible in their home and community. In rare situations, the Tribe, in collaboration with the Child and Family Team, may decide to have a child or adolescent receive services out of state to address the unique treatment needs of the child. In these situations, the Tribe shall fulfill the following requirements.

a) The Tribe shall ensure that placements are made in accordance with requirements stated in the ADHS/DBHS Provider Manual and outlined in the Pascua Yaqui Provider Manual.

b) The Tribe shall submit an Initial Out of State Placement Notification to ADHS concurrent with the placement and shall submit quarterly reports to the ADHS Medical Director regarding the status of those placed out of state. The required content of the report shall be provided by the ADHS Medical Director.

## **SCOPE OF WORK PASCUA YAQUI IGA**

### **11. Service Delivery Requirements for Persons with Substance Abuse Problems**

#### **a. Overview**

In addition to service delivery requirements in G1 through G11 above the Tribe agrees to fulfill the following service delivery requirements for service provided to persons with substance abuse problems or substance dependence. Substance abuse problems covered under this Agreement include a range of conditions that vary in severity over time, from problematic, short-term use/abuse of substances to severe and chronic disorders requiring long-term and sustained treatment and recovery management. The Tribe agrees to develop and maintain a continuum of culturally competent substance abuse services and supports that meet the individualized needs of persons for education, brief intervention, acute stabilization/treatment and long-term recovery management for substance abuse problems.

#### **b. Service delivery and program requirements**

The Tribe agrees to develop services that meet the individualized needs of persons with substance abuse problems and:

- 1) Are designed to reduce the intensity, severity and duration of substance use and the number of relapse events, including a focus on life factors that support long-term recovery;
- 2) Provide ongoing monitoring, feedback and re-engagement into treatment based on changing needs of the individual;
- 3) Include the family in the treatment process;
- 4) Ensure that behavioral health recipients are assessed for co-occurring mental health conditions and physical disability/disease and these co-occurring issues are addressed;
- 5) Include, as appropriate, a focus on returning the individual to the workforce;
- 6) Ensure the Tribe provides physician oversight of medical treatments including methadone, medications and detoxification to ensure services are rehabilitative in focus and directed to long-term recovery management;
- 7) Ensure coordination and continuity within and between behavioral health providers and natural supports to reduce premature discharge/disenrollment and support continuity of care over time;
- 8) Are delivered by staff competent to assess and treat substance use disorders in individuals and families.

#### **c. Substance Abuse Prevention and Treatment Block Grant Requirements – Reserved**

#### **d. COOL (Correctional Officer/Offender Liaison) Program – Reserved**

### **12. Service Delivery Requirements for Community Mental Health Services Block Grant**

- #### **a.**
- The Tribe agrees to ensure that services funded under the federal block grants meet all requirements outlined in Terms and Conditions Paragraph F.10. Management of Block Grant Funds and the ADHS/DBHS Policy as outlined in the Pascua Yaqui Provider Manual.

## **SCOPE OF WORK PASCUA YAQUI IGA**

- b. The Community Mental Health Services Block Grant is an annual formula grant to the States authorized by U.S. Congress through the Department of Health and Human Services, Center for Mental Health Services (CMHS), Substance Abuse and Mental Health Services Administration (SAMHSA). Block grants are awarded to States to establish or expand an organized community-based system of care for providing mental health services to adults with a serious mental illness (SMI) and children with a serious emotional disturbance (SED). ADHS is the designated Single State Agency to administer the Block Grant in Arizona.
- c. Services funded through the CMHS Block Grant are based on available funding. The Tribe agrees to prioritize expenditures of Block Grant funds and delivery of services for the following priority populations:
  - 1) Non-Title XIX/XXI adults with Serious Mental Illness; and
  - 2) Non-Title XIX/XXI children with a Serious Emotional Disturbance.
- d. Mental Health Block Grant funds may not be used to:
  - 1) Provide inpatient services;
  - 2) Make cash payments to intended recipients of behavioral health services;
  - 3) Purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment;
  - 4) Satisfy any requirement for the expenditure of non-Federal funds as a condition of the receipt of Federal funds; or
  - 5) Provide financial assistance to any entity other than a public or nonprofit entity.

### **H. TRAINING OF TRIBAL PERSONNEL**

- 1. The Tribe agrees to allocate sufficient financial and personnel resources to maintain a training function to enhance the knowledge and skills of all personnel, providers and behavioral health recipients and family members (who provide peer support) that shall support the behavioral health delivery system in achieving the Arizona System Principles, Arizona Children's Vision and Principles, and Principles for Persons with a Serious Mental Illness.
- 2. The Tribe agrees to :
  - a. Provide orientation and on-going training to all personnel;
  - b. Provide the minimum training requirements summarized in AHDS/DBHS Policy as outlined in the Pascua Yaqui Provider Manual to all providers;
  - c. Have qualified personnel develop and deliver trainings;
  - d. Involve behavioral health recipients and family members in the development and delivery of trainings, and
  - e. Address in all trainings, the cultural relevance and considerations pertaining to each training topic.

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3. The Tribe agrees to assist ADHS in coordinating and delivering trainings initiated by ADHS due to identified needs, including but not limited to ADHS/DBHS Strategic Plan and those needs identified in collaboration with other State agencies.
4. The Tribe agrees to have processes to identify the training needs of its personnel, and behavioral health recipients and family members and then provide such trainings, orientation or technical assistance to support them in successfully fulfilling the requirements of their position and to assist in achieving the Arizona System Principles, Arizona Children's Vision and Principles, and Principles for Persons with a Serious Mental Illness.
5. The Tribe agrees to use systematic processes such as case file review results, complaint data, utilization data and grievance and appeal data to identify staff who require training or technical assistance above the required minimum if they are not practicing in accordance with the Arizona Children's Vision and Principles, and Principles for Persons with a Serious Mental Illness. The Tribe agrees to also provide or ensure that all appropriate personnel, and behavioral health recipients and family members are provided training and/or technical assistance regarding new initiatives and best practices, including ADHS Clinical Guidance Documents, that impact the delivery of behavioral health services. The Tribe agrees to provide or ensure availability of training or technical assistance that is requested by personnel, providers or behavioral health recipients and family members.
6. Reserved
7. The Tribe agrees to have processes to document the delivery of all trainings to personnel, and behavioral health recipients.

### **I. SYSTEM COLLABORATION WITH STATE AGENCIES AND AHCCCS HEALTH PLANS**

#### **1. System Collaboration with State Agencies**

- a. The Tribe agrees to work collaboratively with state agencies at the local system level.
- b. The Tribe agrees to collaborate with:
  - 1) Arizona Department of Economic Security/Child Protective Services;
  - 2) Arizona Department of Economic Security/Division of Developmental Disabilities;
  - 3) Arizona Department of Economic Security/Rehabilitative Services Administration;
  - 4) Administrative Office of the Courts;
  - 5) Arizona Department of Corrections; and
  - 6) Arizona Department of Juvenile Corrections.

#### **2. System Collaboration with AHCCCS Acute Care Health Plans**

- a. The Tribe agrees to meet with the AHCCCS Health Plans operating in their service area. These meetings shall be held to address coordination of care issues between the two systems including but not limited to sharing information with Health Plans regarding referral and consultation services and solving identified problems. The frequency of these meetings shall be often enough to identify and resolve issues in a timely manner but held at least quarterly. The meetings shall be facilitated by Tribe's staff that have sufficient program and administrative knowledge and authority to resolve issues.



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- b. The Tribe agrees to address and attempt to resolve coordination of care issues at the lowest possible level. In the event that the Tribe is unable to resolve issues with AHCCCS Health Plans, the Tribe shall forward the following in writing to ADHS:
  - 1) The issue that the Tribe is unable to resolve,
  - 2) The actions already taken that have not resulted in resolution of the issue, and
  - 3) Recommendations for resolution of the problem.
- c. The Tribe agrees to ensure adherence to all coordination of care requirements in the ADHS/DBHS Policy as outlined in the Pascua Yaqui Provider Manual.

### **3. System Collaboration with Tribes –Reserved**

## **J. COMMUNICATION WITH BEHAVIORAL HEALTH RECIPIENTS, FAMILY MEMBERS, STAKEHOLDERS, AND PROVIDERS**

### **1. Overview**

- a. The Tribe agrees to be proactive in communicating information to behavioral health recipients, families' members, and stakeholders and providers to foster a community that understands the behavioral health delivery system including but not limited to the following information:
  - 1) How to access services,
  - 2) The covered behavioral health services available to the various populations,
  - 3) Information on treatment of behavioral health problems,
  - 4) Customer service contact information,
  - 5) Information pertaining to new initiatives within the behavioral health system,
  - 6) Information describing the network.
- b. The Tribe agrees to ensure timely and accurate dissemination and communication of information required by ADHS. Upon request, the Tribe agrees to assist ADHS in the dissemination of information to behavioral health recipients prepared by the federal government, AHCCCS, or ADHS. The cost of disseminating and communicating information shall be borne by the Tribe.
- c. All advertisements, publications, and printed materials, which are produced by the Tribe and refer to Title XIX and Title XXI covered services shall state that such services are funded under a contract between AHCCCS and ADHS. All advertisements, publications, and printed materials, which are produced by the Tribe and refer to Non-Title XIX/XXI covered services shall state that such services are funded through ADHS.
- d. At a minimum, information shall be updated as needed and made available to the following groups: behavioral health recipients, family members, community stakeholders and State agencies.
- e. Communication requirements with Providers are outlined in Scope of Work Paragraph E.3.

### **2. Communication with Behavioral Health Recipients**

- a. Written Communication

## **SCOPE OF WORK PASCUA YAQUI IGA**

- 1) The Tribe agrees to educate behavioral health recipients about covered behavioral health services and where and how to access services. At a minimum, the Tribe agrees to communicate with behavioral health recipients via the following.

- a) Member Handbook

The Tribe agrees to develop a Tribal Member Handbook that is consistent with the ADHS Member Handbook and ensure that the Tribal Member Handbook is provided to behavioral health recipients within ten (10) days of receiving first service, and annually thereafter. The Tribe agrees to ensure that handbooks are available at all provider sites and easily accessible to Title XIX and Title XXI members. The Tribe agrees to ensure that upon request, copies of the member handbook are made available to known consumer and family advocacy organizations and other human service organizations within its service area. The Tribe agrees to review its member handbook at least once a year and revise as applicable to accurately reflect current policies, procedures, practices and revisions to the ADHS Member Handbook. The Tribe agrees to submit the member handbook to ADHS for review and approval prior to printing or distribution. The Tribe agrees to update the Tribal Handbook annually and to be submitted by August 1<sup>st</sup>,

The member handbook must be printed in a type-style and size which can easily be read by members with varying degrees of visual impairment and shall be written at a fourth grade reading level. The Tribe agrees to provide 10 copies each of the English and Spanish, if applicable; member handbooks to ADHS annually by August 1<sup>st</sup>, and within 30 days of any ADHS approved handbook updates. The Tribe agrees to submit a cross-reference that identifies each of the minimum member handbook content areas and their location within the Tribe's member handbook. The cross reference shall be submitted to ADHS each time the Tribe's member handbook is submitted for review and approval and with the annual August 1<sup>st</sup> submission of the finalized handbooks.

At a minimum the member handbook shall include:

- a. A table of contents
- b. A description of all available covered behavioral health services under the Title XIX and Title XXI programs, an explanation of any service limitations or exclusions from coverage and a notice stating that ADHS (and the subcontractor or Tribal subcontractor) will be liable only for those services authorized by ADHS (or the subcontractor or Tribal subcontractor) with the exception of emergency services [42 CFR 438.10 (f)(6)(v)]
- c. How to obtain behavioral health services [42 CFR 438.10 (f)(6)(vi)]
- d. How to make, change and cancel appointments with a provider
- e. List of any applicable co-payments (including a statement that care will not be denied due to lack of co-payment). The member handbook must clearly state that Title XIX and Title XXI members cannot be billed for covered services (other than applicable co-payments) and under what circumstances a Title XIX and Title XXI member may be billed for non-covered services [42 CFR 438.10 (f)(6)(xi)]
- f. How to contact the appropriate "member services" office (including telephone numbers) and a description of its function [42 CFR 438.10 (b)(2)]

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- g. What to do in case of an emergency and instructions for receiving advice on getting care in case of an emergency, both inside and outside the member's normal service area. The member handbook should instruct members, in a life threatening situation to use the emergency medical services (EMS) available or to activate EMS by dialing 9-1-1 [42 CFR 438.10 (f)(6)(viii)(c)]
- h. How to obtain emergency and non-emergency medically necessary transportation
- i. Out of county/out of state moves, referrals and records release
- j. Grievance system information which defines member rights regarding disputed matters and explains grievance system requirements, including: a description of the right to a state fair hearing, the method for obtaining a state fair hearing, representation at the hearing, the right to file grievances and appeals, the requirements and timeframes for filing grievances and appeals, the availability of assistance in the filing process, the toll-free numbers for members to file a grievance or appeal by phone, the member's right to receive services in an appeal or state fair hearing request that is timely filed, that the member may be required to pay the costs of services furnished while the appeal is pending, if the decision is adverse to the member, and the member's right to give a provider permission to appeal on the member's behalf. [42 CFR 438.10 (g)(6) and 42 CFR 438.400 thru 438.424]
- k. Contributions the member can make toward his or her own health, member responsibilities, appropriate and inappropriate behavior, and any other information deemed essential
- l. Specific information regarding how members can have questions answered, problems resolved, and complaints addressed, including telephone numbers for member advocates, ADHS and AHCCCS. Information should be included to encourage members to resolve problems at the lowest possible level but advise members that they can seek assistance at any level when they are unable to resolve at lower levels
- m. Use of other sources of insurance
- n. An explanation that sharing of medical record information with the PCP for coordination of care will occur within the limits of applicable regulations [42 CFR 438.10 (e)(2)(i)(c)]
- o. Member's notification rights and responsibilities under AHCCCS Rules and policy. The description should include a brief explanation of the ADHS approval and denial process [42 CFR 438.10 (g)]
- p. A description of Fraud and Abuse including instructions on how to report suspected fraud or abuse. This shall include a statement that misuse of a member's identification card, including loaning, selling or giving it to others could result in loss of the member's eligibility and/or legal action against the member
- q. Member's right to be treated fairly and with respect regardless of race, religion, sex, age, sexual preference, or ability to pay [42 CFR 438.100(b)(2)(ii)]
- r. Confidentiality and confidentiality limitations
- s. Information that coordination of care with schools and Tribal/state agencies may occur, within the limits of applicable regulations [42 CFR 438.10 (e)(2)(i)(c)]
- t. Statement of the Arizona Vision and information regarding the J.K. Principles
- u. Instructions for obtaining culturally competent materials, including translated member materials. Members have the right to know of

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- providers who speak languages other than English [42 CFR 438.10 (f) (6)]
- v. Date of last revision
  - w. A statement that Title XIX and Title XXI covered services are funded under contract with ADHS and AHCCCS
  - x. Advance directives for adults [42 CFR 438.10 (g)(2)]
  - y. The availability of interpretation services for oral interpretation at no cost to the member and how to obtain these services [42 CFR 438.10 (c)(5)(i) and (ii)]
  - z. Member's right to request information on Physician Incentive Plans of Tribe or subcontractors [42 CFR 438.10 (g)(3)(ii)]
  - aa. Member's right to request information on the structure and operation of Tribe or ADHS [42 CFR 438.10 (g)(3)(i)]
  - bb. The availability of printed materials in alternative format and how to access them [42 CFR 438.10 (d)(2)]
  - cc. Dual eligibility (Medicare and Medicaid); services received in and out of the Tribal network and coinsurance and deductibles.
  - dd. A statement that all members have the right to request and obtain the following information at any time: [42 CFR 438.10(f)(6) and 42 CFR 438.100(a)(1) and (2)]
    - 1. Name, locations, telephone numbers of, and non-English language spoken by current contracted providers in the member's service area, including identification of providers that are not accepting new referrals.
    - 2. Any restriction on the member's freedom of choice among network providers.
    - 3. Member rights and protections.
    - 4. A description of how after-hours and emergency coverage is provided.
    - 5. A description of what constitutes emergency medical condition, emergency services and post stabilization services.
    - 6. The process and procedures for obtaining emergency services, including use of the 911-telephone system or its local equivalent.
    - 7. The locations of any emergency settings and other locations at which providers and hospitals furnish emergency services and post stabilization services covered under the Agreement.
    - 8. The fact that the member has a right to use any hospital or other setting for emergency care.
    - 9. The fact that prior authorization is not required for emergency services.
    - 10. The amount, duration, and scope of benefits available under the contract in sufficient detail to ensure that the member understands the benefits to which they are entitled.
    - 11. Procedures for obtaining benefits, including authorization requirements.
    - 12. The extent to which, and how, the member may obtain benefits from out-of-network providers.
    - 13. The post stabilization care services rules.
    - 14. Cost sharing, if any.
    - 15. How and where to access any benefits that are available under the State plan but are not covered under the Agreement, including any cost sharing, and how transportation is provided.
    - 16. Advanced directives.
    - 17. Information on the structure and operation of ADHS.
    - 18. Physician incentive plan.

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19. Grievance, appeal, and fair hearing procedures and time frames that include the following:
    - a. For State fair hearing-
      1. The right to hearing;
      2. The method for obtaining a hearing; and
      3. The rules that govern representation at the hearing.
    - b. The right to file grievances and appeals.
    - c. The requirements and timeframes for filing a grievance or appeal.
    - d. The availability of assistance in the filing process.
    - e. The phone numbers that the member can use to file a grievance or an appeal by phone.
    - f. The fact that, when requested by the member:
      1. Benefits will continue if the member files an appeal or a request for State fair hearing within the timeframes specified for filing; and
      2. The member may be required to pay the cost of services furnished while the appeal is pending, if the final decision is adverse to the member.
    - g. Any appeal rights available to providers to challenge the failure of an organization to cover a service.
  - ee. A description of the Tribe's organization
  - ff. A description of how members are assigned to a clinical liaison
  - gg. A description of the Tribe's provider network, including how members can get prescriptions filled
  - hh. How members can receive a referral to another provider
  - ii. How services are prioritized for Non-Title XIX/XXI, Non-Seriously Mentally Ill persons
  - jj. An explanation of consent to treatment
  - kk. A description of designated representatives for persons determined to have a serious mental illness, including who can be a designated representative and how to appoint someone as a designated representative
  - ll. A description of the appeals process for persons determined to have a serious mental illness and persons who are non-seriously mentally ill and Non-Title XIX/XXI eligible
  - mm. A description of grievances/requests for investigations for persons determined to have a serious mental illness, including what can be grieved, how to file a grievance and timeframes for resolution.
- b. Written Translation Requirements
- 1) All materials shall be translated into another language when the Tribe is aware that the other language is spoken by three thousand (3,000) individuals or ten percent (10%), whichever is less, of persons who also have Limited English Proficiency (LEP).
  - 2) All vital material should be translated into another language when the Tribe is aware that the other language is spoken by one thousand (1,000) or five percent (5%), whichever is less, of persons who also have LEP. Vital materials include at a minimum notice for denials, reductions, suspensions or terminations of services and consent forms.
  - 3) All written notices informing persons of their right to interpretation and translation services shall be translated when the Tribe is aware that one thousand (1,000) or five

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percent (5%), whichever is less, of the behavioral health recipients speak that language and have LEP.

- 4) Written materials shall be available in alternative formats for the visually impaired.
- 5) The Tribe agrees to inform all behavioral health recipients that information is available in alternative formats and how to access those formats.

### **c. Oral Interpretation Requirements**

- 1) The Tribe agrees to make oral interpretation services available free of charge to all Title XIX and Title XXI persons. This applies to all non-English languages, not just those that the Tribe identifies as prevalent.

## **3. Communications with Family Members**

### **a. General Information to Family Members**

- 1) The Tribe agrees to , at a minimum, make available the following general written information to family members:
  - a) Where and how to access behavioral health services including emergency/crisis services,
  - b) Information on the family members' role in the assessment and treatment for behavioral health recipients,
  - c) Generic information on the treatment of behavioral health problems,
  - d) Any limitations in involving family members or providing behavioral health recipient information for adult persons who do not want information shared with family members,
  - e) Customer service telephone numbers and hours of operation,
  - f) How to identify and contact a behavioral health recipient's Clinical Liaison, and
  - g) Covered behavioral health services.
- 2) The Tribe agrees to give the above stated written materials to providers to distribute to family members.
- 3) The Tribe agrees to educate providers regarding having a warm and welcoming environment for both behavioral health recipients and their families.

### **b. Behavioral Health Recipient Information to Family Members**

- 1) The Tribe agrees to require that providers encourage adult persons to include family members in the assessment and treatment for behavioral health recipients, unless it is contraindicated by family circumstances.
- 2) The Tribe agrees to ensure that information regarding behavioral health recipients is shared in accordance with confidentiality, HIPAA rules and policy as outlined in Federal and State law, as applicable, and according to ADHS Policy as outlined in the Pascua Yaqui Provider Manual.

## **4. Communications with Stakeholders**

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- a. The Tribe agrees to periodically disseminate the following information, and other information upon request by ADHS, to relevant community stakeholders.
  - 1) How to access behavioral health services, including emergency/crisis behavioral health services,
  - 2) Customer service telephone numbers and hours of operation,
  - 3) How to identify and contact a behavioral health recipients' clinical liaison, and
  - 4) Covered behavioral health services, and a listing and locations of contracted behavioral health providers.
- b. The Tribe agrees to communicate with stakeholders and conduct outreach as outlined in Scope of Work, Paragraph F.

### **5. Web Posting**

- a. The Tribe agrees to maintain a website. The website shall be organized to allow for easy access of information by behavioral health recipients, family members, providers and stakeholders.
- b. The website shall contain at a minimum the following information or links:
  - 1) How to access behavioral health services, including crisis contact information
  - 2) Provider Listing
  - 3) Behavioral Health Recipient Handbook
  - 4) Customer service contact information
  - 5) Tribe's hours of operation
  - 6) Pascua Yaqui Provider Manual and Tribe specific information
  - 7) Advocacy organizations, including advocacy for family members.

## **K. QUALITY MANAGEMENT/UTILIZATION MANAGEMENT**

### **1. Quality Management and Improvement Program**

- a. The Tribe agrees to institute processes to assess, plan, implement and evaluate the quality of care provided to behavioral health recipients. The Tribe agrees to have a quality management and improvement program that fulfills all applicable requirements contained within ADHS Policy and Procedures on Quality Management, ADHS Annual Quality Management Plan requirements from the AHCCCS quality management requirements outlined in AHCCCS Medical Policy Manual AMPM, Chapter 900 and according to ADHS Policies and Procedures as outlined in the Pascua Yaqui Provider Manual.
- b. The Tribe agrees to have a sufficient number of qualified personnel to fulfill all quality management functions. The Tribe agrees to ensure that all activities within quality management are for the purpose of improving quality of care and meeting requirements set forth in this Agreement. The Tribe agrees to conduct provider monitoring activities according to the ADHS QM Plan and avoid unnecessary review and monitoring that will not assist in improving the quality of care or meeting the requirements of this Agreement.
- c. The Tribe agrees to ensure active participation in data collection and analysis. The Tribe agrees to actively participate in the monitoring and tracking of quality improvement findings and to take such actions as determined necessary to improve the quality of care provided to behavioral health recipients.

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- d. The Tribe agrees to inform ADHS within one (1) day of its knowledge of significant incidents/accidents involving behavioral health recipients and provide a summary of findings and corrective actions required, if any, following investigation of the incident/accident.
- e. ADHS intends to enhance its quality management system in order to more effectively monitor the process of improving services under the JK Settlement Agreement (to be developed collaboratively). As agreed changes are implemented, the Tribe agrees to conform its quality management systems to be consistent with ADHS quality management systems including monitoring and performance improvement activities.

### **2. Performance Standards**

- a. The Tribe agrees to meet ADHS Minimum Performance Standards for all Title XIX, Title XXI, and Non-Title XIX/XXI SMI behavioral health recipients and services. Beyond the minimum requirements, it is equally important that the Tribe agrees to continually improve performance indicator outcomes from year to year, as applicable, and as defined by ADHS. The Tribe agrees to strive to meet the ultimate Goal, or Benchmark, established or approved by ADHS. Any statistically significant drop in the Tribe's performance level for any indicator shall be explained by the Tribe in its Annual Quality Management Plan Evaluation. If the Tribe has a statistically significant drop in any indicator without a justifiable explanation, the Tribe will collaborate with ADHS and submit a corrective action plan. ADHS has established three levels of performance:
  - 1) Minimum Performance Standard

A Minimum Performance Standard is the minimally expected level of performance by the Tribe.
  - 2) Goal

A Goal is a reachable standard for a given performance indicator for the Agreement year. If the Tribe has already met or exceeded the ADHS established or approved Minimum Performance Standard for any indicator, the Tribe agrees to strive to meet the Goal for the indicator.
  - 3) Benchmark

A Benchmark is the ultimate standard to be achieved. If the Tribe has already achieved or exceeded the Goal for any performance indicator, the Tribe agrees to strive to meet the Benchmark for the indicator. If the Tribe has achieved the Benchmark, the Tribe is expected to maintain this level of performance for future years.
- b. Reserved
- c. The Tribe agrees to work collaboratively with those subcontractors not showing demonstrable and sustained improvement toward meeting ADHS established or approved Minimum Performance Standards.
- d. The Tribe agrees to require a corrective action plan from, any subcontractor when:
  - 1) The subcontractor does not achieve the minimum standard for any indicator;



<p style="text-align: center;"><b>SCOPE OF WORK</b> <b>PASCUA YAQUI IGA</b></p>
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- 2) The subcontractor's performance for any indicator declines to a level below the ADHS established or approved Minimum Performance Standard;
- 3) There is a statistically significant drop in the subcontractor's performance on any indicator without a justifiable explanation;
- 4) The following table identifies the Minimum Performance Standards, Goals and Benchmarks for each required aspect of performance:

## SCOPE OF WORK

### Pascua Yaqui IGA

#### ADHS MINIMUM PERFORMANCE STANDARDS

Aspect of Performance	How Measured	Minimum Performance Standard	Goal	Benchmark
<b>ANNUALLY</b>				
Access to care /Appointment Availability for emergency, routine assessments, & routine appointments (medication and other): Appointments are available to individuals referred for/requesting services within the contractually required timelines (emergency within 24 hours of referral; routine assessments within 7 days of referral; and routine appointments for ongoing services within 23 days of initial assessment).	Review of Tribal subcontractors and/or provider logs for emergency and referral to routine assessments;	85 %	90 %	95 %
<b>Coordination of care with AHCCCS Health Plans/PCPs:</b> The disposition of the referral is communicated to the PCP/Health Plan, within thirty (30) days of initial assessment. If a member declines behavioral health services, the Tribe agrees to ensure communication of the final disposition to the referral source within thirty (30) days of referral.	ICR	60 %	80%	90%
<b>Sufficiency of assessments:</b> Assessments are sufficiently comprehensive for the development of functional treatment recommendations.	ICR	85%	90%	95%
<b>Member/family involvement:</b> Staff actively engage members/families in the treatment planning process.	ICR	85%	90%	95%
<b>Cultural competency:</b> Members'/families' cultural preferences are assessed and included in the development of treatment plans.	Behavioral Health Recipient Satisfaction Survey	70%	80%	95%
<b>Appropriateness of services:</b> The types and intensity of services, including case management, are provided based on the member's assessment and treatment recommendations.	ICR	85%	90%	95%
<b>Informed consent for psychotropic medications:</b> Members and/or parents/guardians are informed about and give consent for prescribed medications.	ICR	80%	90%	95%
<b>Quality clinical outcomes:</b> There is evidence of positive clinical outcomes for members receiving behavioral health services.	ICR	80%	82%	85%

### 3. ADHS Quality Improvement Activities

a. The Tribe agrees to participate in the following ADHS quality improvement activities:

#### 1) Independent Case Review (ICR)

The Tribe makes available records and other documentation as requested by ADHS in cooperation with the independent case review. The Tribe agrees to participate in the performance improvement process and use findings from the ICR to improve care for behavioral health recipients.

## **SCOPE OF WORK**

### **Pascua Yaqui IGA**

2) Behavioral Health Recipient Satisfaction Survey

The Tribe and its Subcontractors, as applicable, shall actively participate in the development and implementation of the biennial satisfaction survey. The Tribe shall use findings from the Satisfaction Survey to improve care for behavioral health recipients.

3) Performance Improvement Projects

The Tribe and its Subcontractors, as applicable, shall actively participate in Quality Improvement Projects (QIPS). This includes implementation of improvement activities targeted to improve the quality of care provided to behavioral health recipients. The extent of the Tribe's involvement will be determined by ADHS with each project.

#### **4. Utilization Management**

- a. As applicable, the Tribe agrees to comply with Chapter 1000 of the AHCCCS Medical Policy Manual (AMPM), the ADHS QM/UM Plan, and ADHS/DBHS Policy as outlined in the Pascua Yaqui Provider Manual. The Tribe agrees to also validate that hospitals, mental hospitals and inpatient psychiatric facilities (residential treatment centers and sub acute facilities) comply with federal requirements regarding medical care evaluation studies as prescribed in 42 CFR, Parts 441 and 456. The Tribe agrees to monitor subcontractors' utilization management activities based upon the data provided by ADHS to ensure compliance with federal regulations, AHCCCS and ADHS requirements, related to its utilization management plan. The Tribe and their subcontractors, through the subcontracting arrangements, agree to incorporate the ADHS definition of medically necessary covered services into policies and procedures where applicable.
- b. ADHS shall monitor for over and under utilization of services for Level I and Level II for children facilities. The Tribe agrees to have processes that monitor for under and over utilization of all other services. The Tribe agrees to review utilization data provided by ADHS to evaluate that services are being provided in a manner that is consistent with the Arizona Children's Vision and Principles and Principles for Persons with a Serious Mental Illness. The Tribe agrees to have personnel who have knowledge and ability to extract utilization data and have the ability to analyze and interpret if there is under utilization, over utilization and if utilization is consistent with the Arizona Children's Vision and Principles and Principles for Persons with a Serious Mental Illness.
- c. The Tribe agrees to implement a process to track and monitor cumulative service utilization across providers and ADHS ensures Title XIX and Title XXI reimbursement is not made beyond the following service limitations:
  - 1) Title XIX and Title XXI behavioral health recipients age 21 through 64 receiving services in an Institution for Mental Disease does not exceed thirty (30) days per admission or sixty (60) days per contract year.
  - 2) Title XIX and Title XXI behavioral health recipients receiving respite services does not exceed 720 hours per contract year.
- d. The Tribe agrees to provide subcontractors with technical assistance regarding utilization management as requested.

## **SCOPE OF WORK**

### **Pascua Yaqui IGA**

- e. The Tribe agrees to maintain a risk management program and ensure that appropriate action is taken as needed. The Tribe agrees to use information obtained to improve the quality of care.
- f. Reserved
- g. The Tribe agrees to monitor and analyze utilization and cost data for covered services provided by ADHS, including case management, by provider and program type based upon data provided by ADHS.
- h. Reserved

#### **5. Quality Management and Utilization Management Reporting**

The Tribe agrees to submit the following quality management and utilization management deliverables in accordance with requirements outlined in the ADHS/DBHS Policy timeframes outlined in Exhibit A the Tribe's Periodic and Ad Hoc Reporting Requirements.

##### **a. Quality Management and Utilization Management Plan**

The Tribe agrees to submit an annual Quality Management and Utilization Management Plan. The Plan(s) shall include requirements from AHCCCS Medical Policy Manual Chapter 900, Quality Management and Quality Improvement Program; Chapter 1000, Utilization Management; the ADHS/DBHS Policy ; and this Agreement. The Plan(s) shall be submitted to ADHS by February 15<sup>th</sup> of each Agreement b year.

##### **b. Showing Report**

ADHS shall complete the Quarterly Showing Report, which is a report that demonstrates compliance with federal requirements related to certification of need and re-certification of need for Level I behavioral health services. The Tribe's Chief Executive Officer or Chief Medical Officer shall attest that the information is accurate and complete. The Showing Report is due to ADHS by ten (10) days after the end of the quarter.

##### **c. Medical Care Evaluation (MCE) Studies**

The Tribe agrees to , in collaboration with ADHS, ensure that Subcontracted Level I facilities conduct MCE Studies in accordance with 42 CFR, Part 456, Subpart C and D and ADHS Policy on Medical Care Evaluation Studies. The Tribe agrees to in collaboration with ADHS ensure that MCE Studies undertaken by Level I Subcontractors are completed, analyzed, and utilized to improve care.

##### **d. Reports of Incidents, Accidents, and Deaths**

The Tribe and its Subcontractors, as applicable, shall report incidents, accidents, and deaths according to ADHS Policy on Reports of Incidents, Accidents, and Deaths.

##### **e. Reporting and Monitoring the Use of Seclusion and Restraint**

The Tribe and Level I Subcontractors, as applicable, shall report all incidents of seclusion and restraint according to ADHS Policy on Reporting and Monitoring the use of Seclusion and Restraint.

## **SCOPE OF WORK**

### **Pascua Yaqui IGA**

- f. Annual Report of Incidents, Accidents and Deaths

The Tribe agrees to submit a annual trending of Incidents, Accidents, and Deaths in a format approved by ADHS and identified by the periodic reporting requirements in Exhibit A.

- g. Reserved

#### **L. COMPLAINTS, SMI GRIEVANCES, MEMBER APPEALS, AND PROVIDER APPEALS**

##### **1. General**

- a. The Tribe agrees to provide the appropriate personnel to establish, implement and maintain the necessary functions of the complaint process for enrolled persons. The goal of this process is to provide persons seeking or receiving behavioral health services access to a complaint process that fairly and efficiently resolves identified issues. The Tribe agrees to attempt to resolve issues through the complaint process whenever possible; however, the Tribe agrees to not prohibit or interfere with an enrolled person's or a provider's right to use the SMI grievance, member appeal, and provider claims dispute processes.
- b. ADHS shall provide the appropriate personnel to establish, implement and maintain the necessary functions of the SMI grievance, member appeal, and provider claims dispute processes. The Tribe agrees to comply with the SMI grievance, member appeal, and provider claims disputes requirements according to ADHS/DBHS Policy as outlined in the Pascua Yaqui Provider Manual. The Tribe agrees to forward all SMI grievances or, member appeals filed by eligible or enrolled persons or claims disputes filed by subcontracted providers to the ADHS/DBHS Office of Grievances and Appeals within one (1) working day of receipt.
- c. ADHS, when necessary to comply with the terms of this Agreement, may upon review of any complaint, SMI grievance, member appeal, or provider claims dispute require the Tribe to carry out ADHS determined actions pending the formal resolution of the complaint, SMI grievance, member appeal, or provider claims dispute.

##### **2. Complaints**

The Tribe agrees to develop and implement written internal procedures that guide the informal dispute resolution process including timeframes for resolution. These procedures shall comply with the ADHS/DBHS Policy, and 42 CFR 438.1 et seq.

##### **3. SMI Grievances and Member Appeals**

The Tribe agrees to assist ADHS in processing SMI grievances and member appeals by ensuring its staff and contracted provider's staff comply with procedural requirements according to ADHS Policies and Procedures as outlined in the Pascua Yaqui Provider Manual, including, but not limited to, the provision of required notices to persons with a serious mental illness, participating in an investigation, providing requested documents, participating in informal conferences or administrative hearings, as necessary. ADHS shall work collaboratively with the Tribe in identifying any actions to be taken resulting from an SMI grievance or member appeal.

## **SCOPE OF WORK**

### **Pascua Yaqui IGA**

#### **4. Provider Claims Disputes**

- a. The Tribe agrees to assist ADHS in processing provider claims disputes by ensuring its staff and contracted provider's staff comply with procedural requirements according to ADHS Policies and Procedures as outlined in the Pascua Yaqui Provider Manual, including, but not limited to, providing requested information and documents and participating in administrative hearings, as necessary. To the extent a decision made in response to a Provider Claims Dispute identifies the Tribe as financially responsible, ADHS shall work collaboratively with the Tribe to reach consensus prior to the written decision being issued.

#### **5. Reserved**

### **M. ELECTRONIC DATA REQUIREMENTS**

#### **1. Claims Submissions**

- a. Reserved
- b. The Tribe agrees to require subcontracted providers to submit claims for every service rendered to a client in accordance with claims submission requirements according to the ADHS/DBHS Policies and Procedures as outlined in the Pascua Yaqui Provider Manual.
- c. The Tribe agrees to participate in Data Validations Studies in accordance with Terms and Conditions – Paragraph G1 Compliance and the ADHS/DBHS Program Support Procedures Manual.

#### **2. Enrollment and Demographic Data Submission**

- a. The Tribe agrees to submit enrollment and demographic data per the CIS File Layout Specifications Manual, according to ADHS Policies and Procedures, outlined in the Pascua Yaqui Provider Manual and the DBHS Program Support Procedure Manual.
- b. The Tribe agrees to meet all enrollment and data submission requirements contained in the CIS File Layout Specifications Manual according to ADHS Policies and Procedures as outlined in the Pascua Yaqui Provider Manual or be subject to sanctions as defined in Terms and Conditions, H. 5..

#### **3. Grievances and Appeals Data Submission – Reserved**

#### **4. Eligibility Inquiries**

The Tribe agrees to use electronic processes to access Title XIX/XXI eligibility information according to ADHS Policies and Procedures as outlined in the Pascua Yaqui Provider Manual, including web based inquiries. The Tribe can access and utilize the AHCCCS Prepaid Medical Management Information System (PMMIS) to determine Title XIX and Title XXI eligibility and AHCCCS Health Plan enrollment information. The Tribe agrees to identify staff that will utilize the PMMIS system and obtain log-on clearance by contacting and requesting such through the ADHS/DBHS Office of Program Support. ADHS/DBHS Office of Program Support shall provide the Tribe technical assistance and training regarding the use and interpretation of the PMMIS data screens.

## **SCOPE OF WORK**

### **Pascua Yaqui IGA**

**5. AHCCCS Eligibility Applications Status Reports – Reserved**

**6. Ad Hoc Electronic Data Requests**

The Tribe agrees to respond to periodic ad hoc electronic data submission, processing or review requests from ADHS. ADHS shall provide at least a thirty (30) day notification for periodic ad hoc electronic data requests.

**N. CORPORATE COMPLIANCE**

The Tribe is responsible for complying, with the ADHS/DBHS Program Support Procedures Manual , as applicable, which outlines the Tribe's requirements for a Corporate Compliance Program pertaining to fraud and abuse as applicable. The Tribe agrees to ensure that Providers comply with the Corporate Compliance Program. Failure to comply may result in the penalty described in A.R.S. §13-2310.

**O. PREVENTION PROGRAMS**

Subject to the level of funding as determined by ADHS, the Tribe agrees to:

1. Develop and implement primary prevention services in accordance with the ADHS/DBHS Prevention Framework for Behavioral Health, as applicable. Prevention services shall be provided for non-enrolled persons, their families and communities to reduce the risk of development or emergence of behavioral health disorders and to improve overall behavioral health status in targeted families and communities.
2. ADHS has established a process for focusing behavioral health prevention services on key target populations and areas. The Tribe agrees to target prevention strategies on the prevention of substance abuse, child abuse and suicide based on the following:
  - a. Provide services based on identified risk factors;
  - b. Address communities and neighborhoods with high proportion of low income persons.
3. The Tribe agrees to submit an annual report describing the Tribe's prevention program and prevention activities in a format outlined in the ADHS/DBHS Prevention Framework for Behavioral Health.

**P. PASRR SCREENINGS - Reserved**

**Q. FINANCIAL MANAGEMENT**

**1. Financial Information And Financial Reporting Measures**

The Tribe agrees to have a system to produce complete, timely, reliable and accurate financial records in accordance with the following requirements for financial reporting:

- a. The Tribe agrees to design and implement its financial operations system to ensure compliance with Generally Accepted Accounting Principles.
- b. The Tribe agrees to file a quarterly report detailing the Title XIX and Title XXI ADHS/DBHS Administrative Income and Expenses, Title XIX and Title XXI Services Revenues and Expenditures, and Non-Title XIX/XXI Revenues and Expenditures.

## **SCOPE OF WORK**

### **Pascua Yaqui IGA**

- c. The Tribe agrees to submit a Certification Statement as outlined in the ADHS/DBHS Financial Reporting Guide.

The Tribe is required to submit audited Financial Statements prepared in accordance with OMB Circular A-133 for The Pascua Yaqui Tribe within nine (9) months after the Tribe's fiscal year.

2. Requests for extension of reporting deadlines shall be submitted in writing and must be received by ADHS/DBHS prior to the report due date. Approvals for extension are valid only if issued in writing by ADHS/DBHS.



# **TERMS AND CONDITIONS**

## **Pascua Yaqui IGA**

### **TERMS AND CONDITIONS**

#### **A. PURPOSE**

##### **1. Warranty of Services**

The Tribe, by execution of this agreement, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this agreement.

##### **2. No Guaranteed Quantities - Reserved**

##### **3. Term of Agreement.**

The term of this Agreement shall commence on the date signed by the Secretary of State and shall remain in effect for a period of three (3) years, beginning July 1, 2005 and ending June 30, 2008, unless terminated, canceled, renewed or extended as otherwise provided herein.

##### **4. Agreement Extension**

The Tribe agrees that ADHS and the Tribe have the right to renew the Agreement annually for up to two (2) one year periods or a portion thereof. In the event that this right is exercised, all terms, conditions and provisions of the original Agreement shall remain the same and apply during the renewal period unless modified through an amendment.

##### **5. Contract Type - Reserved**

##### **6. Agreement Amendments.**

ADHS and the Tribe may re-negotiate any provision(s) of this Agreement. Any change to this Agreement shall be carried out in accordance with the following: A written amendment signed by both parties to this Agreement shall be required whenever there is a change in a reimbursement rate negotiated by ADHS and the Tribe; whenever there is a change in services provided under this Agreement, the service provision methodology or the level of service as defined in the Scope of Work; or for any other change in the terms and conditions in this Agreement which ADHS deems substantial. When ADHS issues an amendment to modify the Agreement, the provisions of such amendment shall be deemed to have been accepted sixty (60) days after the date of certified mailing by ADHS, even if the amendment has not been signed by the Tribe, unless within that time the Tribe notifies ADHS in writing that it refuses to sign the amendment. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Agreement, the Tribe may assert its right to an adjustment in compensation paid under the Agreement. The Tribe agrees to assert its right to such adjustment within thirty (30) days from the date of receipt of the change notice. Any dispute or disagreement caused by notice of amendment and the Tribe's notification to ADHS of its refusal to sign such amendment shall constitute a dispute within the meaning of Paragraph H, Disputes, and shall be administered accordingly.

##### **7. Definition of Terms**

All the definitions contained in this are Agreement at the end of this document.

# **TERMS AND CONDITIONS**

## **Pascua Yaqui IGA**

### **8. Computation of Time.**

Unless a provision of this Agreement explicitly states otherwise, periods of time referred to in this Agreement shall be computed as follows:

- a. When the period of time called for in this Agreement is ten (10) or fewer days, then intermediate Saturdays, Sundays and federal, state or Pascua Yaqui tribal holidays shall be excluded.
- b. When the period of time called for in this Agreement is eleven (11 ) or more days, then intermediate Saturdays, Sundays and federal, state and Pascua Yaqui tribal holidays shall be included.
- c. When the period of time called for in this Agreement is stated in hours or minutes, then intermediate Saturdays, Sundays and federal, state or Pascua Yaqui tribal holidays shall be included even if the stated hours exceed twenty-four (24).
- d. In all cases, the first day shall be excluded and the last day included, unless the last day is a Saturday, Sunday or federal, state or Pascua Yaqui tribal holiday, and then it is also excluded.
- e. Assignments **and Delegation.**

The Tribe agrees to not assign any right nor delegate any duty under this Agreement without the prior written approval of ADHS. ADHS shall not unreasonably withhold its approval of Tribe's request.

### **B. SUPPORTING DOCUMENTS**

#### **1. Subjection of ADHS Contract with AHCCCS**

The terms of this Agreement shall be subject to the applicable material terms and conditions of the contract existing between ADHS and AHCCCS for the provision of Title XIX and Title XXI covered behavioral health services.

#### **2. Documents Incorporated By Reference:**

The following documents, and any amendments, modifications, and supplements to these documents adopted by ADHS or AHCCCS (as applicable) during the Agreement are incorporated into this Agreement:

- a) ADHS/DBHS Covered Behavioral Health Services Guide
- b) AHCCCS Fee-for-Service Manual
- c) ADHS Financial Reporting Guide;
- d) ADHS Accounting and Auditing Procedures Manual
- e) ADHS QM/UM Plan;
- f) ADHS/DBHS Program Support Procedures Manual
- g) AHCCCS Medical Policy Manual-Chapters 900 and 1000
- h) ADHS/DBHS Clinical Guidance Documents
- i) Title XIX Children's Behavioral Health Annual Action Plan

#### **3. Other Documents**

# **TERMS AND CONDITIONS**

## **Pascua Yaqui IGA**

This section contains references to documents that guide the development of the behavioral health system requirements. From time to time these documents may be amended. If any such amendments result, there may be changes to this Agreement or documents incorporated by reference as applicable.

a. Documents to be Used as Reference:

- 1) ADHS/DBHS Prevention Framework for Behavioral Health; (Exhibit B)
- 2) ADHS/DBHS Cultural Competence Plan; (Exhibit C)
- 3) ADHS Strategic Plan;
- 4) ADHS Provider Manual;
- 5) ADHS Member Handbook
- 6) Client Information System (CIS) File Layout and Specifications Manual
- 7) Balanced Budget Act (BBA) of 1997
- 8) ADHS Policies and Procedures Manual;

b. Administrative Rules

- 1) Arizona Administrative Code Title 2, Chapter 19
- 2) Administrative hearing rules.
- 3) Arizona Administrative Code Title 9, Chapter 20
- 4) ADHS rules for the licensing of behavioral health agencies
- 5) Arizona Administrative Code Title 9, Chapter 21
- 6) ADHS rules for service delivery for persons with a serious mental illness.
- 7) Arizona Administrative Code, Title 9, Chapter 22
- 8) AHCCCS rules for the Title XIX acute program.
- 9) Arizona Administrative Code, Title 9, Chapter 31
- 10) AHCCCS rules for the Title XXI program.
- 11) Arizona Administrative Code Title 9, Chapter 34
- 12) AHCCCS Rules for grievance system

c. Legal Documents

- 1) JK vs. Eden Settlement Agreement

Amendments, modifications, and supplements to these documents initiated by ADHS will be mailed to the Tribe thirty (30) days prior to the effective date of any changes or additions. During that time, the Tribe may comment on the change although ADHS is under no obligation to incorporate the Tribe's suggestions into any final changes. The Tribe is responsible for maintaining current versions of these documents and all applicable changes. Any disputes or disagreements caused by such notice and comments shall constitute a dispute within the meaning of Paragraph H, Disputes, and shall be administered accordingly.

The Tribe agrees to comply with the applicable terms, conditions and requirements of these documents (as amended or revised from time to time) consistent with State and Federal law and as if the terms and conditions of the documents had been fully set forth in this Agreement.

### **C. ADMINISTRATION PROVISIONS**

#### **1. Key Personnel and Staff Requirements**

## TERMS AND CONDITIONS

### Pascua Yaqui IGA

It is essential that the Tribe have sufficient number of personnel in Arizona, capable of and devoted to the successful accomplishment of work to be performed under this Agreement. The Tribe agrees to ensure that all staff have appropriate training, education, experience, orientation and credentialing, as applicable, to fulfill the requirements of their positions.

a. Key Personnel

The Tribe agrees to assign specific individuals to the following key positions:

- 1) Director, who has ultimate responsibility to oversee the management of, and adherence to, requirements set forth in this Agreement. This position shall also be a point of contact regarding disaster response needs.
- 2) Medical Director, who is an Arizona-licensed physician, board-certified in psychiatry, and shall be actively involved in all major clinical programs and QM/UM components, and shall ensure timely medical decisions.
- 3) Clinical Coordinator, who is responsible for clinical program development and oversight of personnel and services to children/adolescents, adults with serious mental illness, adults with substance use disorders and adults with general mental health conditions.

The Tribe agrees that, once assigned to work under this Agreement, key personnel shall not be removed or replaced without prior written notice to ADHS. If key personnel are not available for work under this Agreement for a continuous period exceeding thirty (30) days, or are expected to devote substantially less effort to the work than initially anticipated, the Tribe agrees to notify ADHS within seven (7) working days, and, and replace the personnel with other personnel of substantially equal ability and qualifications.

b. Staff Requirements

The Tribe agrees to maintain organizational, managerial and administrative systems and staff capable of fulfilling all Agreement requirements. In addition to the required key personnel listed in Section C.1.a. above, at a minimum, the Tribe agrees to employ, contract with or assign the following staff to fulfill these functions:

- 1) Children's Team Manager, who is knowledgeable in the requirements of the Arizona Child Welfare system and the special needs of children taken into the care and custody of ADES/CPS or Tribal social Services and special needs of children adopted through the state or Tribe. This person shall assist the Tribe in designing, implementing, and adjusting the behavioral health delivery system operations to ensure the needs of children in the child welfare system are met.
- 2) Fiscal Services Specialist; who is responsible for accurate and timely submission of financial reporting requirements.
- 3) Training Coordinator, who develops and implements training for staff, who provide or coordinate services to enrolled persons.

## TERMS AND CONDITIONS

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- 4) Quality/Utilization Review Manager, who is responsible for oversight of the quality and utilization management requirements of the Agreement and coordinates with the ADHS Policy Office.
- 5) Business Manager, who coordinates communications with eligible and enrolled persons and acts as, or coordinates with, advocates, subcontracted providers and others to resolve complaints and is a point of contact regarding coordination of care with AHCCCS Health Plans and with State and Tribal Agencies.
- 6) Network Services Manager, who develops and manages the network of providers to fulfill the requirements under this Agreement, oversees execution of provider contracts, coordinates communications between the Tribe and its Subcontractors, and resolves informal provider complaints.
- 7) Information Systems CIS/MIS Specialist, who is responsible for oversight of the management information systems requirements of the Agreement. This position shall also be a point of contact with ADHS regarding recovery and continuity of business functions in the event of a disaster or system outage.
- 8) Claims/Billing Specialist, who is responsible for the timely and accurate processing and adjudication of all claims.
- 9) Corporate Compliance Officer, who is responsible for oversight, administration and implementation of the Tribe's Fraud and Abuse Program. The Corporate Compliance Officer is a senior onsite official, available to all employees and shall have designated and recognized authority to access provider records and make independent referrals to AHCCCS Office of Program Integrity.
- 10) Intake Specialist, who oversees the AHCCCS eligibility screening and referral requirements of this Agreement and is the primary point of contact for ADHS and AHCCCS.

The Tribe agrees to inform ADHS in writing within seven (7) days of personnel changes in any of the staff listed in Section C. 1. b.

## 2. Periodic Reporting Requirements

- a. The Tribe is responsible for submitting to ADHS the periodic reports detailed in Exhibit A - Periodic and Ad Hoc Reporting Requirements. The submission of late, inaccurate or otherwise incomplete reports shall constitute failure to report, and the Tribe will be subject to Terms and Conditions Paragraph H.5 Corrective Actions and Sanctions. Standards applied for determining adequacy of required reports are as follows:
  - 1) **Timeliness** - Reports or other required data shall be received on or before scheduled due dates. All required reports shall be submitted and shall be received by ADHS no later than 5:00 p.m. M.S.T. on the date due. Request for extension of reporting deadlines shall be submitted in writing and shall be received by ADHS prior to the report due date.

## **TERMS AND CONDITIONS**

### **Pascua Yaqui IGA**

- 2) Accuracy – Reports or other required data shall be prepared in strict conformity with appropriate authoritative sources.
  - 3) Completeness – All required information shall be fully disclosed in a manner that is both responsive and pertinent to report intent with no material omissions.
- b. ADHS requirements regarding reports, report content and frequency of submission of reports are subject to change and shall be amended according to Terms and Conditions, Paragraph A.6. Agreement Amendments.

#### **3. Request for Information.**

ADHS may, at any time during the term of the Agreement, request financial or other information from the Tribe. Upon receipt of such request for information, the Tribe agrees to provide complete information, as it relates to the work or services under this Agreement, as requested no later than thirty (30) days after the receipt of the request unless, otherwise specified in the request itself.

#### **4. Records and Audit.**

Under A.R.S. § 35-214 and § 35-215, the Tribe agrees to retain all data and other records relating to the acquisition and performance of the Agreement for a period of six (6) years after the completion of the Agreement. All records related to pending litigation shall be retained until the litigation is completed. All records shall be subject to inspection, copying and review by the State at reasonable times. The State will be responsible for the record copy costs.

#### **5. Dissemination of Information.**

Upon request, the Tribe agrees to assist ADHS in the dissemination of information prepared by ADHS or the Federal government, to its enrolled persons. All advertisements, publications and printed materials that are produced by the Tribe to promote behavioral health services funded by this Agreement shall state that such services are funded through an Agreement with ADHS.

#### **6. Non-Discrimination.**

Where applicable to Indian tribes, the Tribe agrees to comply with the Indian Civil Rights Act of 1968. It shall be permissible for the Tribe to engage in Indian preference in hiring and contracting. Where applicable to Indian tribes, the Tribe agrees to comply with Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act; and Federal and State Executive Orders numbers 11246 and 99-4, respectively, which mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. Where applicable to Indian tribes, the Tribe agrees to comply with the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1992, which prohibit discrimination in the employment or advancement in employment of, qualified persons because of physical or mental handicap/disability. Where applicable to Indian tribes, the Tribe agrees to comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, covered services on the basis of race, color, or national origin. Where applicable, the Tribe shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1992, which prohibit discrimination on the basis of handicap/disability, in providing, covered services.

## **TERMS AND CONDITIONS**

### **Pascua Yaqui IGA**

Nothing herein shall be construed as a waiver of any exemptions to which the Tribe may be entitled at law or in equity.

#### **7. Notices.**

Notices required in this Agreement from ADHS to the Tribe shall be made to:

Name: Theresa Ybanez, Director of Behavioral Health

Address: Pascua Yaqui Tribe  
7474 South Camino de Oeste  
Tucson, Arizona 85757  
(520) 883-5000

Name: Attorney General, Pascua Yaqui Tribe

Address: 4725 West Calle Tetakusim, Bld. B  
Tucson, Arizona 85757

Notices required in this Agreement from the Tribe to ADHS shall be made to:

Name: Eddy Broadway, Deputy Director

Address: Arizona Department of Health Services  
Division of Behavioral Health Services  
150 N. 18<sup>th</sup> Avenue, Suite 200  
Phoenix Arizona, 85007-3240

#### **8. Advertising and Promotion of Agreement.**

The Tribe agrees to not advertise or publish information for commercial benefit concerning this Agreement without notifying ADHS.

#### **9. Offshore Performance of Work Prohibited:**

Due to security and identity concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Tribe and to all its subcontractors.

### **D. SUBCONTRACTING**

#### **1. Subcontracts**

The Tribe agrees to be responsible for Agreement performance whether or not subcontracts are used. No subcontract shall operate to terminate the responsibility of the Tribe to ensure that all activities carried out by the Subcontractor conform to the provisions of the Agreement. All subcontracts shall comply with applicable provisions of Federal; State and other applicable laws, regulations and policies. The Tribe and its subcontracted providers shall not knowingly contract with any individual or entity that has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity.

a. Management Services Subcontracts

## **TERMS AND CONDITIONS**

### **Pascua Yaqui IGA**

The Tribe may subcontract with qualified organizations for management services upon the prior written approval of ADHS (e.g. pharmacy benefits management, automated data processing or claims processing), which such approval shall not be unreasonably withheld.

Upon written request by ADHS, the Tribe may be required to submit a corporate cost allocation plan for the management services subcontractor and proposed management services fee agreement. ADHS reserves the right to perform a thorough review and audit of actual management fees charged and/or allocations made. If the fees or allocations actually paid out are determined to be unjustified or excessive, amounts may be subject to repayment to the Agreement and/or ADHS; financial sanctions and corrective actions may be imposed.

The Tribe agrees to forward copies of all management services subcontracted to the ADHS/DBHS Policy Office.

- b. Any function required to be provided by the Tribe pursuant to the Agreement may be subcontracted to a qualified person or organization. All such subcontracts shall be in writing. The Tribe agrees to enter into a subcontract with any provider the Tribe anticipates will be providing services on its behalf except in the following circumstances:
  - i. A provider is anticipated to provide services less than 25 times during the subcontract year;
  - ii. A provider refuses to enter into a subcontract with the Tribe, in which case the Tribe agrees to submit documentation of such refusal to ADHS within seven (7) days of its final attempt to gain such Agreement; or
  - iii. A provider performs emergency services.
- c. The Tribe agrees to maintain a fully executed original of all subcontracts, which shall be accessible to ADHS within two (2) working days of request by ADHS. All subcontracts shall comply with the applicable provisions of Federal and State laws, regulations and policies.
- d. Each provider subcontract shall contain the following:
  - i. disclosure of the amount of compensation to be received by the subcontractor;
  - ii. identification of the name and address of the subcontractor;
  - iii. identification of the population to be served by the subcontractor;
  - iv. the amount, duration and scope of covered services to be provided, and for which compensation shall be paid;
  - v. the term of the subcontract including beginning and ending dates, methods of extension, termination and renegotiation;
  - vi. the specific duties of the subcontractor relating to coordination of benefits and determination of third party liability;



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- vii. a provision that the subcontractor agrees to identify Medicare and other third party liability coverage and to seek such Medicare or third party liability payment before submitting claims;
  - viii. a description of the subcontractor's patient, medical and cost record keeping system;
  - ix. specification that the subcontractor shall comply with quality assurance programs and the utilization control and review procedures specified in 42 CFR. Part 456, as implemented by the AHCCCS and ADHS;
  - x. a provision stating that a merger, reorganization or change in ownership or control of a subcontracted provider that is related to or affiliated with the Tribe shall require an Agreement amendment and prior approval of ADHS;
  - xi. procedures for enrollment or disenrollment of the covered population;
  - xii. a provision that the subcontractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage obligations which arise under this subcontract, for itself and its employees, and that the AHCCCS or ADHS shall have no responsibility or liability for any such taxes or insurance coverage;
  - xiii. a provision that the subcontractor shall comply with claims submission requirements as described in this Agreement;
  - xiv. a provision that emergency services do not need prior authorization and that, in utilization review, the test for appropriateness of the request for emergency services shall be whether a prudent layperson, similarly situated, would have requested such services. For purposes of this Agreement, a "prudent layperson" is defined as a person without medical training who exercises those qualities of attention, knowledge, intelligence and judgment which society requires of its members for the protection of their own interest and the interests of others. The phrase does not apply to a person's ability to reason, but rather the prudence with which he acts under a given set of circumstances.
- e. Juvenile Group Homes. The Tribe agrees to include the following minimum provisions as part of its subcontracts with group homes:
- i. The group home shall provide a safe, clean and humane environment for the residents.
  - ii. The group home is responsible for the supervision of the residents while in the group home environment or while residents are engaged in any off-site activities organized or sponsored by and under the direct supervision and control of the group home or affiliated with the group home.

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- iii. All group home contractors shall be licensed by either the Department of Health Services or the Department of Economic Security.
- iv. The award of a group home contract from an appropriate contracting authority is not a guarantee that children will be placed at the group home.
- v. A license violation by the group home that is not corrected pursuant to this section may also be considered a contract violation.
- vi. State agencies and Regional Behavioral Health Authorities may share information regarding group home contractors. The shared information shall not include information that personally identifies residents of group homes.
- vii. The following Agreement remedies:
  - 1) A schedule of financial sanctions in an amount of up to five hundred dollars (\$500) per violation that the contracting authority, after completing an investigation, may assess against the group home contractor for a substantiated contract violation, defined as a licensing violation or a failure of the group home to comply with those provisions of its contract relating to paragraphs 1, 2 and 3 of this section, relating to the health, care or safety of a client or the safety of a neighbor. A financial sanction may be imposed for a contract violation related to the safety of a neighbor only if the conduct that constitutes the violation would be sufficient to form the basis for a civil cause of action for damages on the part of the neighbor whether or not such a civil action has been filed. These sanctions may be imposed by either deducting the amount of the sanction from any payment due or withholding future payments. The deduction or withholding may occur after any hearing available to the contractor.
  - 2) The contracting authority may remove residents from the group home or may suspend new placements to the group home until the contracting violation is corrected.
  - 3) The contracting authority's right to cancel the contract.
- viii. Within ten (10) business days after the contracting authority receives a complaint relating to a group home the contracting authority shall notify the group home provider and either initiate an investigation or refer the investigation to the licensing authority. If any complaint concerns an immediate threat to the health and safety of a child, the complaint shall be immediately referred to the licensing authority. If the contracting authority determines that a violation has occurred, it shall:
  - 1) notify all other contracting authorities of the violation

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- 2) coordinate and approve a corrective action plan to be implemented within forty-five (45) days
  - 3) require the corrective action plan to be implemented within n forty-five (45) days
- ix. If a licensing deficiency is not corrected in a timely manner to the satisfaction of the licensing authority, the contracting authority may cancel the contract immediately on notice to the group home and may remove the residents.
- x. A person may bring a complaint against any state agency that violates this section pursuant to ARS 41-1001.01. In addition to any cost or fees awarded to a person resulting from a complaint of a violation of this section, the agency shall revert the sum of five thousand (\$5,000) dollars from its general fund operating appropriation to the State Treasurer for deposit in the state general fund for each violation that is upheld by an administrative law judge or hearing officer. The legislature shall appropriate monies that revert under this section for a similar program that provides direct services to children.
- f. **IMD Facilities.** The Tribe agrees to include the following minimum provisions as part of its subcontract with IMD facilities (provider types B1, B3, B6, A1):
- i. The IMD facility must keep track of the number of days a Title XIX or Title XXI member is in the facility and may only bill for services within the limitations of the IMD expenditure authority. The service limitations are thirty (30) days per admission, and sixty (60) days per contract year for those aged 21 through 64 for services provided in IMDs. Service limitations are cumulative across providers. For persons under 21 and over 64, there are no IMD service limitations.
  - ii. The IMD facility must notify AHCCCS Member Services at Services (fax 602-253-4807 or telephone 602-417-4063) when a Title XIX member who is aged 21 through 64 years old has been a resident/inpatient for thirty (30) consecutive days and provide the following information:
    - 1) Provider identification number and telephone number;
    - 2) Recipient's name, date of birth, AHCCCS Identification number and Social Security number; and
    - 3) Date of admission.
  - iii. The IMD facility must provide written notification to Title XIX and Title XXI members aged 21 through 64 that their AHCCCS eligibility will end if they remain in an IMD longer than 30 days per admission or 60 days annually.
- g. **Insurance**
- The Tribe agrees to include the following insurance requirements in its subcontract arrangements when applicable.

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If the social services program subcontractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) for insurance coverage, SSCIP is exempt from the A.M. Best's rating requirements listed in this Agreement. If subcontractor chooses to use SSCIP as their insurance provider, the subcontract would be in full compliance with insurance requirements.

Subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under the subcontract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the subcontractor, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Tribe or the subcontractor from liabilities that might arise out of the performance of the work under this Agreement. The subcontractor is free to purchase additional insurance.

### Minimum Scope and Limits of Insurance

Subcontractor shall provide coverage with limits of liability not less than those stated below.

#### 1) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

- a) The policy shall be endorsed to include coverage for sexual abuse and molestation. This coverage shall apply to any provider with responsibility for consumer interaction in person.
- b) The policy shall be endorsed to include the following additional insured language: "The State of Arizona, and Arizona Department of Health Services shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the subcontractor".
- c) Policy shall contain a waiver of subrogation against the State of Arizona, and ADHS for losses arising from work performed by or on behalf of the subcontractor.

#### 2) Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)    \$1,000,000

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The policy shall be endorsed to include the following additional insured language: "The State of Arizona, and Arizona Department of Health Services shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the subcontractor, involving automobiles owned, leased, hired or borrowed by the subcontractor".

3) Worker's Compensation and Employer's Liability

Worker's Compensation	Statutory
Employer's Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a) Policy shall contain a waiver of subrogation against the State of Arizona, and Arizona Department of Health Services for losses arising from work performed by or on behalf of the subcontractor
- b) This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. §23-901, AND when such subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4) Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a) In the event that the professional liability insurance required by the subcontractor is written on a claims-made basis, subcontractor warrants that any retroactive date under the policy shall precede the effective date of the subcontract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.
- b) Policy shall contain a waiver of subrogation against the State of Arizona, and Arizona Department of Health Services for losses arising from work performed by or on behalf of the subcontract.
- c) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.
- d) Professional Liability shall include Medical Malpractice for licensed medical providers.

5. Additional Insurance Requirements

The policies shall include, or be endorsed to include, the following provisions:

- a) The State of Arizona, and Arizona Department of Health Services wherever additional insured status is required such

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additional shall be covered to the full limits of liability purchased by the subcontractor, even if those limits of liability are in excess of those required by this Agreement.

- b) The subcontract insurance coverage shall be primary insurance with respect to all other available sources.
- c) Coverage provided by the subcontractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

#### **6. Notice of Cancellation**

Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given.

#### **7. Acceptability of Insurers**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the subcontractor from potential insurer insolvency.

#### **8. Verification of Coverage - Reserved**

#### **9. Subcontractors**

The Tribe shall obtain from the subcontractor(s) separate certificates and endorsements for each subcontractor. The Tribe agrees to maintain certificates of insurance from all subcontractors and providers and ensure adequate coverage is provided throughout the term of the subcontractors' agreement. All coverages for subcontractors shall be subject to the minimum requirements identified above.

#### **10. Approval - Reserved**

#### **11. Exceptions**

In the event the sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### **E. INSURANCE COVERAGE BY THE TRIBE**

#### **1. Tribal Insurance –**

The Tribe's liability regarding services the Tribe provides under this Agreement may be covered under the Federal Tort Claims Act (FTCA). To the extent that any liability of the Tribe is not covered under the FTCA, the Tribe will maintain liability and umbrella coverage in at least two million dollars (2,000,000) per person and two million dollars

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(\$2,000,000) per occurrence. The Tribe agrees to name the State of Arizona, Department of Health Services as an additional insured and will document that by providing a certificate of insurance.

### **2. Performance Bond - Reserved**

### **F. FINANCIAL PROVISIONS**

#### **1. Sources of Revenue**

- a. Case management services shall be billed monthly as claims pursuant to. Section F. 15. Billings below, using appropriate codes.
- b. Payments shall be made by ADHS/DBHS to the Tribe in compliance with A.R.S. Titles 35 and 41. Payments are conditioned upon the rights and obligations of this Agreement and the availability to ADHS/DBHS of funds authorized and appropriated by the State legislature for expenditure in the manner and for the purposes stated in this Agreement. ADHS/DBHS or the State shall not be liable for any purchase(s) entered into by the Tribe in anticipation of such funding.
- c. Federal Financial Participation is not available for amounts expended for providers excluded by Medicare, Title XIX, or Title XXI, except for emergency services.
- d. Title XIX/XXI Administrative Revenues. Subject to available funding, ADHS shall pay the Tribe Title XIX/XXI Administrative funds in twelve (12) monthly installments annually. These funds will be used to pay for the administration of the programs in this Agreement. ADHS reserves the right to re-evaluate this schedule periodically.
- e. Non Title XIX/XXI funds. The Non-Title XIX/XXI Allocation Schedule outlines the specific funding sources by program. Subject to available funding, ADHS shall pay the Tribal Contractor Non-Title XIX/XXI funds in twelve (12) monthly installments annually. These funds will be used for delivery of services for the programs outlined in ADHS Non-Title XIX/XXI Allocation Schedule to Non-Title XIX/XXI eligible populations and to provide Non-Title XIX/XXI services to Title XIX/XXI eligible persons. ADHS/DBHS reserves the right to re-evaluate this schedule periodically. Non-Title XIX/XXI funds shall be paid on a monthly basis not later than the tenth (10<sup>th</sup>) working day of each month.

#### **2. Payment**

- a. Payments made by ADHS/DBHS to the Tribe are conditioned upon adherence to the obligations of this agreement, unless written approval waiving such requirement(s) is obtained from ADHS/DBHS Deputy Director. If the Tribe is in any matter in default in the performance of any material obligation under this Agreement, ADHS/DBHS may, apply corrective action as outlined in H.5. Under no circumstances shall ADHS/DBHS authorize payments that exceed an amount specified in the Agreement without an approved written amendment to the Agreement. ADHS/DBHS may, at its option, withhold final payment to the Tribe until all final obligations are met.
- b. The practices, procedures and standards specified in and required by the

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*Accounting and Auditing Procedures Manual for Arizona Department of Health Services Funded Programs* and any uniform financial reporting requirements, as applicable to this Agreement, shall be used by the Tribe in the management, recording and reporting of Agreement funds by ADHS/DBHS when performing an Agreement audit.

- c. Funding received through this Agreement shall be retained by the Tribe to be used for covered behavioral health services. All funding received under this Agreement, must be maintained in a separate fund (account). The Tribe should provide ADHS/DBHS with a quarterly report detailing all activities in this fund (account). Any funds remaining subsequent to fiscal year end shall be used in accordance with this Agreement within sixty (60) days. For funds not expended within sixty (60) days after fiscal year end, the Tribe agrees to present a plan for ADHS/DBHS' approval describing its plan to utilize remaining funds within one hundred-eighty (180) days of fiscal year end. The following year's revenue may be adjusted if the Tribe does not provide a reasonable plan to spend remaining funds. The Tribal indirect cost rate, as applied to the Tribe cannot exceed twenty percent (20%).

#### **3. Reserved**

#### **4. Funding Withholds and Recoupments**

The Tribe agrees to reimburse ADHS/DBHS upon request, or ADHS/DBHS may deduct from future payments to the Tribe, any amounts determined by ADHS/DBHS to represent:

- a. Costs related to Agreement services which have been inaccurately reported by the Tribe;
- b. Costs related to Agreement services which have not been provided;
- c. Costs of Agreement services for which the Tribe's books, records, and other documents are not sufficient to clearly confirm were used by the Tribe to provide Agreement services;
- d. Costs of Agreement services sustained as a financial audit exception;
- e. Costs of services which have not been provided in accordance with applicable regulations, laws, policies and this Agreement, to include services which ADHS/DBHS or AHCCCS has determined not medically necessary; or
- f. Payments recouped from ADHS/DBHS by AHCCCS or the Federal Government as they relate to funds disbursed to the Tribe as related to this Agreement. (H. 5.)

#### **5. Title XIX/XXI Capitation Review - Reserved**

#### **6. Availability of Funds**

Payments made by ADHS/DBHS to the Tribe pursuant to the Agreement are conditioned upon the availability to ADHS/DBHS of funds authorized for expenditure in the manner and for the purposes provided herein. Neither ADHS nor the Tribe shall be liable for any purchases in anticipation of funding.

#### **7. Financial Reporting and Viability Measures**

The Tribe agrees to maintain financial stability. ADHS will verify financial stability through the Pascua Yaqui Tribe's OMB Circular A-133 Audit Reports.



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8. Capitalization Requirements Reserved
9. Advancement of Funds by the Contractor - Reserved
10. Management of Block Grant Funds

The practices, procedures and standards specified in and required by the ADHS Accounting and Auditing Procedures Manual shall be used by the Tribe in the management, recording and reporting of Federal Block Grant funds. The Tribe agrees to use the Financial Reporting Guide for Regional Behavioral Health Authorities in reporting financial information pertaining to Federal Block Grants.

The Tribe agrees to comply with all terms, conditions and requirements of the CMHS and SAPT Block Grants (Children's Health Act of 2000, P.L. 106-310 Part B of Title XIX of the Public Health Service Act [42 U.S.C. 300 x et seq.]. Financial, performance, and program data subject to audit, shall be retained by the Tribe and shall be made available at the request of ADHS as documentation of compliance with federal requirements.

a. Authorized Activities

CMHS Block Grant: The Tribe is authorized to expend funds for services for adults with serious mental illnesses and children with serious emotional disturbances.

b. General Requirements

The Tribe agrees to :

- 1) Establish fiscal controls consistent with authorized activities of the Performance Partnership Grants and this Agreement , including the ADHS/DBHS Provider Manual, the ADHS/DBHS Prevention Framework for Behavioral Health and ADHS accounting, auditing and financial reporting procedures;
- 2) Ensure that funds are accounted for in a manner that permits separate reporting of mental health and substance abuse grant funds and services;
- 3) Upon request, provide ADHS with information relative to block grant expenditures.

11. Service Prioritization for Non-Title XIX/XXI Funding

Funding resources are limited for Non-Title XIX/XXI programs. The Tribe agrees to ensure that the funding for services shall be applied consistently. The Tribe agrees to also manage Non-Title XIX/XXI funding to ensure that services are continuously provided throughout the Agreement year. Service provision for persons with serious mental illness shall comply with A.A.C., Title 9, and Chapter 21.

- a. The Tribe agrees to submit an Annual Non-Title XIX/XXI Service Prioritization by March 1<sup>st</sup> of each Agreement year. The Plan is subject to approval by ADHS. When establishing service priorities, the Tribe agrees to take into consideration, at a minimum, risk, acuity, continuity of care, level of functioning, capacity to benefit, crisis services, Federal Block Grant requirements, and other state priorities that may be established from time to time.

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- b. Behavioral health recipients may not file appeals on the established service priorities delineated in the Tribe's Annual Non-Title XIX/XXI Service Prioritization Plan; however, they may appeal how the service priorities were applied.

12. Mortgages /Financing of Property - Reserved

13. Behavioral health Trust - Reserved

14. Federal Funds:

All payments made by ADHS involving Federal funds shall be in accordance with the Federal Funds Transfers, Cash Management Improvement Act of 1990 and any rules or regulations promulgated by the United States Department of the Treasury there under (Rule 31 CFR. Part 205).

15. Billings:

- a. Claims should be submitted to AHCCCS in accordance with the AHCCCS Fee For Service Manual, the AHCCCS Fee For Service Manual and the ADHS/DBHS Provider Manual.

- b. Except for co-payments and sums payable by Third Party Payors under coordination of benefits provisions, as applicable, the Tribe agrees to not charge or receive any payment from a Title XIX or Title XXI enrolled person for Title XIX or Title XXI covered services. Further, the Tribe agrees to not bill an enrolled person for services or items other than covered services unless the enrolled person or his or her guardian or conservator has previously agreed in writing to make payment.

16. Review/Denial:

Each billing by the Tribe agrees to be subject to denial in the event and to the extent such billing is incomplete, does not conform to the applicable service authorization or to the Agreement, or is otherwise incorrect. Any denied billing shall be returned by AHCCCS or the fiscal agent to the Tribe with an explanation for the denial, which includes a notice of the right to appeal the denial. Nothing shall prevent a Tribe from re-submitting a denied billing at a later date. Specific timeframes are outlined in the ADHS/DBHS Pascua Yaqui Provider Manual, the AHCCCS Fee For Service Manual.

17. Provisional Nature of Payments:

All payments to the Tribe agrees to be provisional and shall be subject to review and audit for their conformity with requirements in the ADHS/DBHS Program Support Procedures Manual, the ADHS/DBHS Policy, Pascua Yaqui Clinical Operations Manual, the AHCCCS Fee For Service Manual, and the AHCCCS Fee For Service Manual.

18. Health Insurance Portability and Accountability ACT (HIPAA):

Where applicable, the Tribe agrees to comply with the Administrative Simplification requirements of Subpart F of the HIPAA of 1996 (Public Law 107-191, 110 Statutes 1936) and all Federal regulations implementing the Subparts that are applicable to the operations of the Tribe by the dates required by the implementing federal regulations

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### **G. COMPLIANCE PROVISIONS**

#### **1. Audits, Surveys, Inspections, and Reviews**

The Tribe and its subcontractors shall comply with all applicable Federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this Agreement without limitation to those designated within this Agreement.

The Tribe and its subcontractors shall comply with all applicable policies and procedures relating to the audit in the AHCCCS Rules and Audit Guide, The audit may require the review of the Tribes records, medical audit protocols, inspections of the Tribe's or subcontractor's facilities, surveys of behavioral health recipients, and providers.

To the extent possible, at any time during the term of this Agreement, the Tribe agrees to fully cooperate with ADHS, AHCCCS, the U.S. Department of Health and Human Services, the U.S. Office of Civil Rights, The Center for Medicaid and Medicare Services or any authorized representative of the State or Federal governments and allow them access with reasonable notice in writing to the Tribe in the scope of this Agreement:

##### **a. Audits**

Audits may be conducted periodically to determine Tribe and Subcontractor's compliance with state and federal codes, rules, regulations and requirements. These audits include, but are not limited to, the following:

##### **1) Data Validation Study**

The Tribe and its Subcontractors shall participate in the required Center for Medicaid and Medicare Services (CMS) data validation studies conducted by AHCCCS and other validation studies as may be required by ADHS. Any and all covered services may be validated as part of the studies data validation studies shall be conducted at least annually.

Per CMS requirement, AHCCCS conducts data validation studies of the Title XIX and XXI claims submissions sent to AHCCCS from the Tribe via ADHS and compares this to the information in the medical or other record to assess for timeliness, correctness and omissions of data. The ADHS/DBHS Office of Program Support Procedure Manual contains specifications regarding this data validation study. AHCCCS has reserved the right to revise the study methodology, timelines, and sanction amounts based on its review or as a result of consultations with CMS. The Tribe shall be notified in writing of any significant change in study methodology.

All sanctions imposed as a result of data validation studies to ADHS from AHCCCS shall be passed on to the Tribe according to the Terms and Conditions H. 5 Corrective Actions and Sanctions. ADHS shall notify Tribe in writing of the sanction amounts.

##### **b. Surveys**

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#### Behavioral Health Recipient Satisfaction Survey

The Tribe and its Subcontractors, as applicable, shall actively participate in the development and implementation of the behavioral health recipient biennial satisfaction survey. Participation may include, but is not limited to, attending planning meeting and assisting with the distribution of surveys to behavioral health recipients. The Tribe agrees to use findings from the Satisfaction Survey to improve care for behavioral health recipients.

#### c. Inspections

##### 1) Inspections of Tribal Service Delivery Sites

The Tribe agrees to allow an authorized representative of the state or federal government access to inspect or conduct reviews of any service delivery site for the purpose of determining the quality and safety of services being delivered no more than two (2) times per year. These inspections, or reviews as set forth in G. 1. d, shall be conducted in collaboration with the Tribe, with reasonable notice. Additional inspections may be required from other agencies or organizations, which may include additional inspections or reviews at Tribal facilities. The Tribe agrees to cooperate and assist with these additional requirements.

##### 2) Inspections of Subcontractor Service Delivery Sites

The Tribe agrees to add a subcontractor requirement to allow an authorized representative of the state or federal government access to inspect or conduct reviews of any subcontractor service delivery site for the purpose of determining the quality and safety of services being delivered. These inspections or reviews shall be conducted at reasonable times unless the situation warrants otherwise.

#### d. Reviews

##### 1) Annual Administrative Review

ADHS shall conduct an Annual Administrative Review of the Tribe for the purpose of ensuring operational and financial program compliance for all programs, including but not limited to the following:

- a) compliance with applicable state, federal and contractual requirements
- b) a review of clinical and business practices and policies
- c) a review of financial reporting systems
- d) the quality outcomes, timeliness, and access to healthcare services, and
- e) any other operational and program areas identified by ADHS.

The reviews shall be conducted to identify areas where improvements can be made and make recommendations accordingly, monitor the Tribe's progress toward implementing mandated programs and corrective action plans, and provide the Tribe with technical assistance if necessary.

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The type and duration of the Administrative Review shall be according to the Administrative Review Plan and Timelines approved by AHCCCS . The Tribe shall receive prior notice to the Administrative Review timelines and requirements. In preparation for the on-site Administrative Review, the Tribe agrees to fully cooperate with the ADHS Review Team by forwarding, in advance, policies, procedures, job descriptions, contracts, logs, and other information that ADHS may request. The Tribe agrees to have all requested medical records available. Any documents not requested in advance by ADHS shall be made available upon request of the Review Team during the course of the review. Tribal personnel, as identified in advance, shall be available to the Review Team at all times during ADHS on-site review activities. While on-site, the Tribe agrees to provide the Review Team with workspace, access to a telephone, electrical outlets and privacy for conferences.

The Tribe shall be furnished a copy of the Administrative Review Report and given an opportunity to comment on any review findings prior to ADHS publishing the final report. Recommendations made by the Review Team shall be implemented by the Tribe to bring the Tribe into compliance with Federal, State, AHCCCS, ADHS, and/or Agreement requirements. ADHS may conduct follow up Administrative Reviews to determine The Tribe's progress in implementing recommendations and achieving program compliance. Follow -up reviews may be conducted at any time after the initial Administrative Review. The Tribe agrees to submit the Status of Administrative Review Corrective Actions Report by June 15<sup>th</sup> of each year to the Office for Compliance.

#### **2) AHCCCS Operational and Financial Reviews of ADHS**

The Tribe and its Subcontractors shall comply with these Reviews and participate as required in the AHCCCS/ADHS Agreement in accordance with CMS requirements for the purpose of, but not limited to, ensuring operational and financial program compliance for Title XIX and Title XXI programs. The reviews identify areas where improvements can be made and make recommendations accordingly, monitor ADHS and the Tribe's progress toward implementing mandated programs and provide ADHS with technical assistance if necessary. The Tribe and its Subcontractors agree to comply with all audit provisions as required by AHCCCS.

#### **3) Independent Case Review (ICR)**

The Tribe agrees to make available records and other documentation, and ensure Subcontractor's participation in, and cooperation with, the ICR. This may include participation in staff interviews and facilitation of behavioral health recipient/family member and subcontractor interviews. The Tribe agrees to use findings from the ICR to improve care for enrollees.

### **H. DISPUTES, NON-PERFORMANCE, TERMINATION, AND CANCELLATION PROVISIONS**

#### **1. Complaints, SMI Grievances and Member Appeals**

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a. Complaints

All members' complaints shall be resolved according to the Scope of Work, Paragraph L. Complaints, ADHS/DBHS Policies and Procedures as applicable, and as outlined in the Pascua Yaqui Provider Manual

b. SMI Grievances and Member Appeals

All SMI grievances and member appeals shall be resolved according to A.A.C. Title 9, Chapter 21, Article 4; Scope of Work Paragraph L. SMI Grievances and Member Appeals, and the ADHS/DBHS Provider Manual.

c. Order of Precedence for Controlling Legal Authority

In the event of a complaint, SMI grievance, or member appeal, the following authority shall control in the order of precedence set forth below, as applicable:

- 1) The United States Code
- 2) Code of Federal Regulations
- 3) Arizona State Statutes
- 4) Arizona Administrative Code
- 5) AHCCCS/ADHS Contract
- 6) ADHS/T/RBHA Contract 7) ADHS/DBHS Policies and Procedures Manual
- 8) Pascua Yaqui Provider Manual
- 9) T/RBHA internal policy and procedure manuals
- 10) Centered Spirit Members Handbook

### **2. Behavioral Health Provider Claim Disputes**

a. Provider Claim Disputes

All provider claim disputes shall be resolved according to requirements outlined in the Scope of Work Paragraph L.4. Provider Claim Disputes, ADHS/DBHS Policies and Procedures Manual, and the Pascua Yaqui Provider Manual as applicable.

b. Order of precedence for Controlling Legal Authority

In the event of a provider claim dispute, the following authority shall control in the order of precedence set forth below, as applicable:

- 1) The United States Code
- 2) Code of Federal Regulations
- 3) Arizona State Statutes
- 4) Arizona Administrative Code
- 5) AHCCCS/ADHS Contract
- 6) ADHS/T/RBHA Contract
- 7) ADHS/DBHS Policy and Procedures Manual
- 8) Pascua Yaqui Provider Manual

### **3. Claims Disputes**

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All claim disputes between the Tribe and ADHS shall be resolved in accordance with the process set forth in H. a.-d. and other documents incorporated by reference, as applicable.

#### **4. Agreement Disputes**

- a. Introduction - The parties have entered into this government-to-government Agreement for the purpose of meeting the behavioral health needs of tribal members. As such, the parties intend to establish a successful working relationship to maintain open communications and to cooperate with one another. However, if a dispute arises under this Agreement the parties agree to follow the following procedures. Disputes include but are not limited to interpretation of Agreement provisions, performance or non-performance by party, enforcement, operation, breach, continuance, and imposition of sanctions or termination of this Agreement.
- b. Dispute resolution - The parties agree to resolve disputes related to the responsibility outlined in this Agreement at an administrative level. Dispute resolution at an administrative level includes informal communication, formal administrative written communication and notice of requirement from ADHS to the Tribe to correct and/or improve performance or issuance of a sanction as outlined in H. 5. Whenever possible, informal processes will be utilized.
- c. Formal Dispute Resolution - Upon determination by either party that a dispute cannot be resolved informally, the dispute shall be formally resolved between the Deputy Director and Tribal Health Director. Either party shall notice the other in writing regarding the nature, scope and facts of the dispute citing the Agreement provision and/or the Documents Incorporated by Reference as outlined in B. 2. The written communication shall also include information pertaining as to how the dispute will be resolved. In the event a dispute cannot be resolved informally and proceeds to a formal dispute resolution, all sanctions shall be placed on hold until a resolution is reached including any sanction and/or recoupments as outlined in Section 5. d.5 and F.4.
- d. Arbitration - In the event a formal dispute cannot be resolved through negotiation within a period of thirty (30) days, either party may request that the dispute be arbitrated pursuant to this procedure set forth herein. Although consent to arbitration under this Agreement shall not be deemed a waiver of either party's sovereign immunity, neither party shall assert sovereign immunity as a defense to arbitration under this Agreement.
  - 1) Either party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter of controversy.
  - 2) Within twenty (20) days after such demand, the other party shall name its arbitrator, or in default of such naming, such arbitrator shall be named by the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within twenty (20) days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Federal District Court for the District of Arizona.

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- 3) The arbitration costs and expenses of each party shall be borne by that party and all arbitrators' fees and other expenses shall be borne equally by both parties.
- 4) The arbitration hearing shall be held at such time and place as designated by the arbitrators on at least twenty (20) days written notice to the parties.
- 5) An award rendered by a majority of the arbitrators appointed pursuant to this Agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award.
- 6) As to any procedures regarding the conduct of the arbitration that are not specified either in this Agreement or in another written agreement signed in advance of the hearing, the parties shall follow the Commercial Arbitration Rules of the American Arbitration Association.

Arbitration as Bar to Suit - The parties stipulate that the arbitration provisions of the Agreement shall be a complete defense to any suit, action, or proceeding instituted in any Federal, State, or Tribal Court or before an administrative tribunal with respect to any controversy or dispute arising during the period of this Agreement and which is arbitrable as set forth in this Agreement.

- a) The arbitration provisions of this Agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this Agreement.
- b) Nothing contained in this Agreement shall be deemed to give the arbitrators any authority, power, right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

#### **5. Corrective Actions and Sanctions**

##### **a. Corrective Actions**

The Tribe agrees to collaborate with ADHS to develop and comply with the corrective action plan when ADHS has determined that the Tribe has not fulfilled its obligations under this Agreement.

##### **b. Sanctions**

A sanction would be imposed in the following manner:

##### **1) Temporary Withhold of Funds:**

A temporary withhold shall be the lesser of \$5,000 or two percent (2%) of Title XIX administrative dollars when the Tribe does not comply with the obligations of this Agreement. ADHS shall notify the Tribe in writing of the deficiency with a timeline and actions that must be taken to bring the Tribe into compliance. Once the deficiencies have been corrected according to the written notice, ADHS shall release the funds to the Tribe.



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2) Permanent Withhold of Funds:

A permanent Title XIX Administrative funding withhold shall be administered when it has been found that the Tribe either has repeated deficiencies to the Agreement or provided misrepresented or falsified documents and/or information. This permanent withhold shall be the lesser of \$5,000 or two percent (2%) of Title XIX Administrative funding.

The permanent withhold would not be reimbursed to the Tribe unless reimbursement is awarded through the dispute resolution process as outlined in Terms and Conditions Paragraph H.4.

3) The Tribe agrees to complete all steps necessary to correct the violation and to avoid future sanctions or corrective actions within the time frame established by ADHS in the notice of sanction. Following the notice of sanction, the full sanction amount shall be withheld from the next monthly payment. If the Tribe does not correct the violation within the timeframes established in the notice of sanction, ADHS may impose an additional penalty for each month the violation continues.

4) A permanent withhold shall be passed to the Tribe for a sanction imposed by AHCCCS to ADHS proportionate to the Tribe's level of action in the violation. If AHCCCS, pursuant to its contract with ADHS or pursuant to AHCCCS regulations, imposes a sanction against ADHS for any act or omission which, pursuant to this Agreement, The Tribe was required to perform, then ADHS may, in addition to any other remedies available under the Agreement, impose a sanction against the Tribe in an amount equal to the amount of the sanction imposed by AHCCCS against ADHS. If the sanction from AHCCCS applies to more than one contractor, but AHCCCS does not delineate individual contractor responsibility, ADHS may apportion sanctions to the Tribe based on an equitable method that accounts for the Tribe's share of responsibility.

5) The imposition of these sanctions upon the Tribe shall not be levied until such time as AHCCCS shall have actually imposed sanctions upon ADHS for conduct related to Tribe's performance under this Agreement. In the event that AHCCCS imposes sanctions upon ADHS, the Tribe agrees to reimburse ADHS upon demand, or ADHS shall process a withhold, any such sanction or disallowance amount or any amount determined by AHCCCS to be unallowable, based on funding dispersed to the Tribe shall, be reimbursed to ADHS upon demand after exhaustion of the appeals process (if federal regulations permit) as long as the federal government does not levy the sanctions until after the appeals process is completed. The Tribe agrees to bear the administrative cost of its own appeals.

6) Any recoupments imposed by the federal government based on funding dispersed through the Tribe shall be reimbursed to ADHS upon demand.

#### **7. Termination Upon Mutual Agreement**

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This Agreement may be terminated by mutual written agreement of the parties effective upon the date specified in the written agreement.

**8. Reserved.**

**9. Reserved**

**10. Reserved**

**11. Agreement Cancellation**

- a. ADHS reserves the right to cancel the whole or any part of this Agreement due to failure by the Tribe to carry out any material obligation, term or condition of the Agreement and all dispute processes have been utilized as outlined in H. 4 and 5.
- b. Upon receipt of the written notice of concern and intent to cancel any part of this Agreement, the Tribe agrees to have ten (10) days to provide a satisfactory response to ADHS. Failure on the part of The Tribe to adequately address all specific issues of concern may result in ADHS canceling this Agreement stating the effective date of cancellation:

**12. Rights and Obligations Upon Termination**

- a. The Tribe agrees to stop all work as of the effective date of the termination and shall immediately notify all Subcontractors, in writing, to stop all work as of the effective date of the notice of termination.
- b. Upon receipt of the notice of termination and until the effective date of the notice of termination, The Tribe agrees to perform work consistent with the requirements of this Agreement and in accordance with a written plan approved by ADHS for the orderly transition of eligible and enrolled persons to another The Tribe or to subcontracted providers.
- c. The Tribe shall be paid the Agreement price for all services and items completed as of the effective date of the notice of termination and shall be paid its reasonable and actual costs for work in progress as determined by GAAP; however, no such amount shall cause the sum of all amounts paid to The Tribe to exceed the compensation limits set forth in this Agreement.

**13. Reserved**

### **I. MANAGEMENT INFORMATION SYSTEM**

1. The Tribe agrees to maintain a management information system that meets ADHS data processing and interface requirements as outlined in this Agreement and in the following documents incorporated by reference
  - a. Client Information System Technical Specifications Manual; CIS File Layout Specifications Manual; and
  - b. ADHS Program Support Policy and Procedure Manual
2. The management information system shall be capable of sending and receiving information to and from ADHS and capable of receiving information from providers. .

## **TERMS AND CONDITIONS**

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All electronic data submitted shall be encrypted per HIPAA privacy and security requirements. The Tribe agrees to have a sufficient number of management information system personnel to support the maintenance and functioning of the management information system. These personnel shall have management information system technical knowledge as well as knowledge of health care or behavioral health delivery systems knowledge.

3. ADHS reserves the right to review and approve or disapprove the Tribe's management information system or any component therein if ADHS has reasonable concerns regarding its suitability or its ability to support the requirements of this Agreement. All components of the Tribe's management information system shall be made available for review or audit upon request by ADHS. The Tribe and ADHS will collaborate whenever it is anticipated that funds derived from this Agreement will be used for systems enhancements, software, and hardware or network procurement.
4. If the Tribe plans to make modifications that may affect any of the data interfaces, the Tribe shall first provide ADHS the details of the planned changes, the estimated impact upon the interface process, and unit and parallel test files. The Tribe agrees to allow sufficient time for ADHS to evaluate the test data before approving the proposed change. The Tribe agrees to also notify ADHS in advance of the exact implementation date of all changes so ADHS can monitor for any unintended side effects of the change.
5. ADHS will provide the Tribe at least ninety (90) days notice prior to a system change unless it has been determined that the change is immediately needed and vital to system operations.
6. The Tribe agrees to provide claims inquiry information to subcontractors via the Tribe's website.

#### **J. OTHER PROVISIONS**

1. Business Continuity Plan
  - a. The Tribe agrees to develop a Business Continuity Plan to deal with unexpected events that may negatively and significantly affect its ability to adequately serve members.

This plan shall, at a minimum include planning and training for:

    - 1) Behavioral health facility closure/loss of a major provider;
    - 2) Electronic/telephonic failure at the Tribe's main place of business;
    - 3) Complete loss of use of the main site;
    - 4) Loss of primary computer system/records; and
    - 5) How the Tribe will communicate with ADHS in the event of a business disruption.
  - b. The Business Continuity Plan shall be reviewed annually by the Tribe, updated as needed, and provided to ADHS for review upon request. All key staff shall be trained and familiar with the Plan.
  - c. The Tribe agrees to ensure management services subcontractors prepare adequate business continuity plans and that the subcontractors review their plans annually, updating them as needed. The subcontractor plans shall, at a minimum, address the factors in J.1.a. above as they apply to the management

## **TERMS AND CONDITIONS**

### **Pascua Yaqui IGA**

services subcontractors. This requirement does not apply to provider subcontractors.

2. Conflict of Interest - Reserved

3. Anti-Kickback

- a. The Tribe or any director, officer, agent, employee or volunteer of the Tribe shall not request or receive any payment or other thing of value either directly or indirectly, from or for the account of any Subcontractor (except such performance as may be required of a Subcontractor under the terms of its subcontract) as consideration for or to induce The Tribe to enter into a subcontract with the Subcontractor or any referrals of enrolled persons to the Subcontractor for the provision of covered services.
- b. The Tribe certifies that it has not engaged in any violation of the Medicare Anti-kickback statute (42 USC 130a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL101-239 and PL 101-432) and compensation.

4. Lobbying

The Tribe agrees to not use funds paid to the Tribe by ADHS, or interest earned, for the purpose of influencing or attempting to influence any officer or employee of any State or Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature in connection with awarding of any Federal or State Contract, the making of any Federal or State grant, the making of any Federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal or State Contract, grant, loan, or cooperative agreement.

The Tribe agrees to not use funds paid to The Tribe by ADHS, or interest earned, for the purpose of influencing or attempting to influence any officer or employee of any State or Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature in which it asserts authority to represent ADHS or advocate the official position of ADHS in any matter before a State or Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature.

5. Pending Legislative Issues and Gubernatorial Initiatives - Reserved

6. Litigation

J. K. vs. Eden

The Tribe and all subcontracted providers agree to participate in all ADHS activities required to meet the requirements of the JK Settlement Agreement, which was approved by the U.S. District Court in June 2001. These activities include but are not limited to training to improve the delivery and practice of behavioral health services provided to children and families; community forums to solicit input from children, family and community regarding the delivery of behavioral health services; expanding the capacity of treatment and support providers; and adherence to the Title XIX Children's Behavioral Health Annual Action Plan. Agreements that shall be fulfilled by the Tribe are incorporated into the terms of this Agreement or the documents incorporated by reference.

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7. Other State Agencies Purchasing from this Agreement - Reserved

8. Ownership of Property

The Tribe agrees to maintain a written inventory of all property created under this Agreement or purchased with funds provided under this Agreement. Upon request, the Tribe agrees to provide the written inventory to ADHS.

9. Legal Entity Requirement - Reserved

10. Contractor Transitions - Reserved

11. Sovereign Immunity

ADHS recognizes that the Tribe is a sovereign nation with its own constitution and laws. Nothing in this Intergovernmental Agreement shall be interpreted as a waiver of sovereign immunity by the Tribe. The obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit. The obtaining of insurance by the Tribe shall not be a waiver of sovereign immunity.

12. Indemnification.

Neither party to this Agreement agrees to indemnify the other party or hold harmless the other party from liability. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this Agreement, then the right to pursue one or both of these remedies is preserved.

13. Force Majeure.

a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

b. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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### **Pascua Yaqui IGA**

#### **14 Physician Incentive**

The Tribe agrees to comply with all applicable physician incentive requirements and conditions defined in 42 CFR 417.479. These regulations prohibit physician incentive plans that directly or indirectly make payments to a doctor or a group as an inducement to limit or refuse medically necessary services to a member. The Tribe is required to disclose all physician incentive agreements to ADHS and to enrolled persons who request them.

The Tribe agrees not enter into contractual arrangements that place providers at significant financial risk as defined in CFR 417.479 unless specifically approved in advance by ADHS. In order to obtain approval, the following must be submitted to ADHS ninety (90) days prior to the implementation of the Agreement:

- a. A complete copy of the Agreement
- b. A plan for the member satisfaction survey
- c. Details of the stop-loss protection provided
- d. A summary of the compensation arrangement that meets the substantial financial risk definition.

The Tribe agrees to disclose to ADHS the information on physician incentive plans listed in 42 CFR 417.479(h)(1) through 417.479(l) in accordance with the AHCCCCS Physician Incentive Plan Disclosure by Contractor's Policy and upon Agreement renewal, prior to initiation of a new agreement, or upon request from ADHS, AHCCCSA or CSM.

The Tribe agrees to also provide compliance with physician incentive plan requirements as set forth in 42 CFR 422. These regulations apply to Agreement arrangements with subcontracted entities.

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#### K. DEFINITIONS

All the definitions contained in the Agreement, are incorporated herein and are defined as follows:

*"638 Tribal Facility"* means a facility owned and operated by a Native American tribe authorized to provide services pursuant to Public Law 93-638, as amended.

*"834 Transaction Enrollment/Disenrollment"* means the HIPAA-compliant transmission, by a behavioral health provider to a T/RBHA and by a T/RBHA to ADHS/DBHS, of information to establish or terminate a person's enrollment in ADHS/DBHS behavioral health service delivery system.

*"A.A.C."* means the Arizona Administrative Code.

*"A.R.S."* means the Arizona Revised Statutes.

*"ADES"* means the Arizona Department of Economic Security.

*"ADHS"* means the Arizona Department of Health Services.

*"ADHS Information System"* means ADHS/DBHS Information Systems in place or any other data collection and information system as may from time to time be established by ADHS/DBHS.

*"ADHS/DBHS"* means the Arizona Department of Health Services, Division of Behavioral Health Services.

*"ADHS/DBHS Policy" means* ADHS/DBHS documents that contain requirements pertaining to the Tribe and its administration and/or delivery of behavioral health services. The following documents are included in this definition: Provider Manual, Policy and Procedures Manual, Covered Behavioral Services Guide, Clinical Guidance Documents, Program Support Procedures Manual, Accounting and Auditing Procedures Manual, Assisting Behavioral Health Recipients with AHCCCS Eligibility Manual, and Client Information System (CIS) File Layout and Specifications Manual.

*"Administrative Costs"* means administrative expenses incurred to manage the behavioral health system, including, but not limited to: provider relations and contracting, provider billing, accounting, information technology services, processing and investigating grievances and appeals, legal services (including any legal representation of the Tribes at administrative hearings concerning the Tribes decision's, and actions), planning, program development, program evaluation, personnel management, staff development and training, provider auditing and monitoring, utilization review and quality assurance. Administrative costs do not include expenses related to direct provision of behavioral health services including case management. See also Financial Reporting Guide for categories of classification.

*"Adult"* means a person 18 years of age or older, unless the term is given a different definition by statute, rule, or policies adopted by ADHS or AHCCCS.

*"Agreement Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

*"Agreement Year"* means a period from July 1 of a calendar year through and including June 30 of the following year.

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*"AHCCCS"* means the Arizona Health Care Cost Containment System.

*"AHCCCS Health Plan"* means an organization or entity agreeing through a direct contracting relationship with AHCCCS to provide the goods and services specified by contract in conformance with the stated contract requirements, AHCCCS statute and rules and federal law and regulations.

*"ALTCS"* means the Arizona Long Term Care System.

*"AMPM"* meant the AHCCCS Medical Policy Manual.

*"Arizona Administrative Code (A.A.C.)"* means the State regulations established pursuant to relevant statutes.

*"Arizona Revised Statute (A.R.S.)"* means the laws of the State of Arizona.

*"BBA"* means the Balanced Budget Act of 1997.

*"Behavioral Health Disorder"* means any behavioral or mental diagnosis and/or substance use (abuse/dependence) diagnosis found in the most current version of the Diagnostic and Statistical Manual or International Classification of Disorders.

*"Behavioral Health Paraprofessional"* means a staff member of a licensed behavioral health service agency as specified in A.A.C. Title 9, Chapter 20.

*"Behavioral Health Provider"* means any individual or facility that delivers behavioral health services in the network. This may be the Tribe or a subcontracted behavioral health provider.

*"Behavioral Health Recipient"* means any adult or child receiving services in/through ADHS funded programs.

*"Behavioral Health Services"* means those services listed in the ADHS Covered Behavioral Health Services Guide.

*"Behavioral Health Technician"* means a staff member of a licensed behavioral health service agency as specified in A.A.C. Title 9, Chapter 20.

*"Best Practices"* means evidence-based practices, promising practices, or emerging practices.

*"Center for Medicare and Medicaid Services" (CMS, formerly HCFA)* means the organization within the United States Department of Health and Human Services, which administers the Medicare and Medicaid program and the State Children's Health Insurance Program.

*"CFR"* means the Code of Federal Regulations.

*"Child"* means an eligible person who is under the age of 18, unless the term is given a different definition by statute, rule or policies adopted by ADHS or AHCCCS.

*"Child and Family Team"* means a defined group of people that includes, at a minimum, the child and his/her family, a behavioral health representative, and any individuals important in the child's life and who are identified and invited to participate by the child and family. This may include, for example, teachers, extended family members, friends, family support partners, healthcare providers, coaches, community resource providers, representatives from churches, synagogues or mosques, agents from other service systems like CPS or DDD, etc. The size, scope and intensity of involvement of the team members are determined by the objectives established for the child, the needs of the family in providing for the child, and by which



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individuals are needed to develop an effective service plan, and can therefore expand and contract as necessary to be successful on behalf of the child.

*“CIS”* means the Client Information System.

*“Claim Disputes”* means a dispute involving a payment of a claim, denial of claim, or imposition of a sanction.

*“Client Information System”* means the data system used by ADHS.

*“Clinical Liaison”* means a behavioral health professional or a behavioral health technician who has been credentialed and privileged by the T/RBHA or their designee in accordance with ADHS/DBHS requirements to perform this function. The Clinical Liaison: (1) Assumes the primary responsibility of clinical oversight of the person’s care (2) Ensures the clinical soundness of the assessment/treatment process (3) Serves as the point of contact, coordination and communication with the person’s team and other systems where clinical knowledge of the case is important.

*“CMHS”* means the Community Mental Health Services Performance Partnership Program Pursuant to Division B, Title XXXII, Section 3204 of the Children’s Health Act of 2000.

*“CMS”* (formerly HCFA) means Center for Medicare and Medicaid Services.

*“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

*“Contractor”* means any person who has a Contract with the State.

*“Covered Services”* means those services listed in the ADHS/DBHS Covered Behavioral Health Services Guide.

*“CPS”* means the Child Protective Services within the ADES.

*“Credentialing”* means the process of obtaining, verifying and assessing information (e.g. validity of the license, certification, training and/or work experience) to determine whether a behavioral health professional or a behavioral health technician has the required credentials to provide behavioral health services to persons enrolled in ADHS/DBHS behavioral health system. It also includes the review and verification of applicable licensure, accreditation and certification of behavioral health providers.

*“Cultural Competence”* means a set of congruent behaviors, attitudes and policies that come together in a system, agency, or among professionals which enables that system, agency or those professionals to work effectively in cross-cultural situations.

*“Days”* means calendar days unless otherwise specified.

*“DBHS”* means the Division of Behavioral Health Services within ADHS.

*“DDD”* means the Division of Developmental Disabilities within ADES.

*“Department”* means the Arizona Department of Health Services.

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*“Deputy Director”* means the Deputy Director for ADHS or his or her duly authorized representative.

*“Eligible Beneficiaries ”* means eligible beneficiaries of Tribal services limited to members of the Pascua Yaqui Tribe and their immediate family members. Immediate family members are defined to include the member’s spouse or cohabitating partner, children (including foster children) under the age of eighteen (18) for Title XIX services or under the age of nineteen (19) for Title XXI services, parents of minor Pascua Yaqui Tribal members (as long as the parents live with the minor member child) and foster parents of Pascua Yaqui Tribe children.

*“Eligible Person”* means an individual who needs or is at risk of needing ADHS covered services.

*“Emerging Practices”* means *new* innovations in clinical or administrative practice that address critical needs of a particular program, population or system, but do not yet have scientific evidence or broad expert consensus support.

*“Enrolled Person”* means a Title XIX, Title XXI or Non-Title XIX/XXI eligible person recorded in the ADHS Information System as specified by ADHS.

*“Enrollment”* means the process by which a person is enrolled into the Contractor and ADHS data system.

*“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

*“Fraud”* means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to the person or some other person. It includes any act that constitutes fraud under applicable Federal or State Law.

*“GAAP”* means Generally Accepted Accounting Principles.

*“General Mental Health Adults”* means a classification of adult persons age eighteen and older who have general behavioral health issues and have not been determined to have a serious mental illness.

*“Health Insurance Portability and Accountability Act of 1996 (HIPAA)”* means Public Law 104-291 Title II Subtitle F and regulations published by the United States Department of Health and Human Services, the administrative simplification provisions and modifications thereof, and the Administrative Simplification Compliance Act of 2001.

*“HIPAA”* means Health Insurance Portability and Accountability Act of 1996.

*“IGA”* means an Intergovernmental Agreement.

*“IHS”* means the Indian Health Service of the United States Department of Health and Human Services.

*“IMD”* means an Institution for Mental Disease.

*“Indian Health Service (IHS)”* means the bureau of the United States Department of Health and Human Services that is responsible for delivering public health and medical services to American Indians throughout the country. The federal government has direct and permanent legal obligation to provide health services to most American Indians according to treaties with Tribal Governments.

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*“Institution for Mental Disease (IMD)”* means a hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services. An institution is an IMD if its overall character is that of a facility established and maintained primarily for the care and treatment of individuals with mental diseases (42 CFR 435.1009). In the State of Arizona, Level I facilities with more than 16 beds are IMDs except when licensed as a unit of a General Medical Hospital.

*“Interagency Service Agreement (ISA)”* means an agreement between two or more agencies of the State wherein an agency is reimbursed for services provided to another agency or is advanced funds for services provided to another agency.

*“Intergovernmental Agreement (IGA)”* means an agreement conforming to the requirements of A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-951 et. seq.).

*“KidsCare”* means the Arizona version implementing the Title XXI of the Social Security Act, referred to in federal legislation as the “State Children’s Health Insurance Program” (SCHIP).

*“Level I Behavioral Health Facility”* means a behavioral health agency as defined in A.A.C. Title 9, Chapter 20.

*“Level II Behavioral Health Facility”* means a behavioral health agency as defined in A.A.C. Title 9, Chapter 20.

*“Level III Behavioral Health Facility”* means a behavioral health agency as defined in A.A.C. Title 9, Chapter 20.

*“Materials”* means all property including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

*“Medically Necessary Covered Services”* means those covered services provided by qualified providers within the scope of their practice to prevent disease, disability and other adverse health conditions or their progression or to prolong life.

*“Member”* means a person receiving behavioral health services.

*“Member Appeal”* means a request for a review of an action in accordance with 42 CFR 438.400, and for a person with an SMI, an appeal of an SMI eligibility determination; decisions regarding eligibility for behavioral health services, including Title XIX services, fees and waivers; assessments and further evaluations; service and treatment plans and planning decisions; and the implementation of those decisions.

*“Network Material Change”* means an alteration or development within a provider network that may reasonably be foreseen to affect the quality or delivery of covered services provided under this Agreement

*“Non-Title XIX/XXI Funding”* means fixed, funds, including funds from CMHS and SAPT, State appropriations (other than state appropriations to support the Title XIX and Title XXI program), counties and other funds, which are used for services to Non-Title XIX/XXI eligible persons and for services not covered by Title XIX or Title XXI provided to Title XIX and Title XXI eligible persons.

## **TERMS AND CONDITIONS**

### **Pascua Yaqui IGA**

*“Non-Title XIX/XXI Person”* means an individual who needs or may be at risk of needing covered services, but does not meet Federal and State requirements for Title XIX or Title XXI eligibility.

*“Outreach”* means activities to identify and encourage individuals who may be in need of behavioral health services to receive them.

*“PCP”* means Primary Care Provider.

*“Primary Care Provider/Practitioner (PCP)”* is an individual who meets the requirement of A.R.S. 36-2901, and who is responsible for the management of a member's health care. A PCP may be a physician defined as a person licensed as an allopathic or osteopathic physician according to A.R.S. Title 32, Chapter 13 or Chapter 17, or a practitioner defined as physician assistant licensed under A.R.S. Title 32, Chapter 25, or a certified nurse practitioner licensed under A.R.S. Title 32, Chapter 15.

*“Prior Authorization”* means an action taken by ADHS/DBHS, a RBHA or a subcontracted provider that approves the provision of a covered service prior to the service being provided.

*“Privileging”* means the process used to determine if credentialed clinicians are competent to perform their assigned responsibilities, based on training, supervised practice and/or competency testing.

*“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

*“Profit”* means the excess of revenues over expenditures, in accordance with Generally Accepted Accounting Principles, regardless of whether the Contractor is a for-profit or a not-for-profit entity.

*“Promising Practices”* means clinical or administrative practices for which there is considerable evidence or expert consensus and which show promise in improving client outcomes, but which are not yet proven by the highest or strongest scientific evidence.

*“Provider”* means an organization and/or behavioral health professional who provide behavioral health services to behavioral health recipients.

*“Provider Network”* means the agencies, facilities, professional groups or professionals under subcontract to the Tribe to provide covered services to behavioral health recipients and includes the Tribe to the extent the Tribe directly provides covered services to behavioral health recipients.

*“Psychiatrist”* means a person who is a licensed physician as defined in A.R.S. Title 32, Chapter 13 or Chapter 17 and who holds psychiatric board certification from the American Board of Psychiatry and Neurology, the American College of Osteopathic Neurologist and Psychiatrist; or the American Osteopathic Board of Neurology and Psychiatry; or is board eligible.

*“Quality Management”* means a methodology used by professional health personnel that assesses the degree of conformance to desired medical standards and practices, and activities designed to improve and maintain quality service and care, performance through a formal program, with involvement of multiple organizational components and committees.

*“SAPT”* means Substance Abuse Prevention and Treatment. Performance Partnership Program pursuant to Division B. Title XXXIII, Section 3303 of The Children's Health Act of 2000

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pursuant to Section 1921 – 1954 of the Public Health Service Act and 45 CFR Part 96 Interim Final Rules.

*“Serious Mental Illness”* means a condition of persons who are eighteen years of age or older and who, as a result of a mental disorder as defined in A.R.S §36-501, exhibit emotional or behavioral functioning which is so impaired as to interfere substantially with their capacity to remain in the community without supportive treatment or service of a long term or indefinite duration. In these persons mental disability is severe and persistent, resulting in long term limitation of their functional capacities for primary activities of daily living such as interpersonal relationships, homemaking, self-care, employment and recreation.

*“SMI”* means Seriously Mentally Ill.

*“State”* means the State of Arizona and Department or Agency of the State that executes the contract.

*“State Plan”* means the written agreements between the State of Arizona and CMS, which describe how the AHCCCS programs meet all CMS requirements for participation in the Medicaid program and the Children’s Health Insurance Program.

*“Subcontract”* means any Contract, express or implied, between the Tribe and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Agreement.

*“Subcontractor”* means any third party under contract with the Tribe, in a manner conforming to ADHS requirements.

*“Substance Abuse Adults”* means a classification of adults age eighteen and older who have a substance use disorder and have not been determined to have a serious mental illness.

*“Support Services”* means covered services provided to facilitate the delivery of or enhance the benefit received from other behavioral health services. Refer to the ADHS/DBHS Covered Behavioral Health Services Guide for additional information.

*“Team”* means a group of individuals working in collaboration who are actively involved in a person’s assessment, service planning and service delivery. At a minimum, the team consists of the person, family members as appropriate in the case of children and a qualified behavioral health clinician. As applicable, the team would also include representatives from other state agencies, clergy, other relevant practitioners involved with the person and any other individuals requested by the person.

*“Third Party Liability”* means sources available to pay all or a portion of the cost of services incurred by a person.

*“Title XIX”* means Title XIX of the Social Security Act, as amended. This is the Federal statute authorizing Medicaid which is administered by the AHCCCS.

*“Title XIX Covered Services”* means those covered services identified in the ADHS/DBHS Covered Behavioral Health Services Guide as being Title XIX reimbursable.

*“Title XIX Eligible Person”* means an individual who meets Federal and State requirements for Title XIX eligibility.

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*"Title XIX Member"* means an AHCCCS member eligible for Federally funded Medicaid programs under Title XIX of the Social Security Act including those eligible under Section 1931 provisions of the Social Security Act (previously AFDC), Sixth Omnibus Budget Reconciliation Act (SOBRA), Supplemental Security Income (SSI), SSI-related groups, and Title XIX Waiver Groups.

*"Title XXI"* means Title XXI of the Social Security Act, referred to in federal legislation as the State Children's Health Insurance Program (SCHIP). The Arizona version of SCHIP is referred to as KidsCare.

*"Title XXI Covered Services"* means those covered services identified in the ADHS/DBHS Covered Behavioral Health Services Guide as being Title XXI reimbursable.

*"Title XXI Eligible Person"* means an individual who meets Federal and State requirements for Title XXI eligibility.

*"Title XXI Member"* means a person eligible for acute care services under Title XXI of the Social Security Act, referred to in federal legislation as the "State Children's Health Insurance Program" (SCHIP). The Arizona version of the SCHIP is referred to as KidsCare.

*"Treatment"* means the range of behavioral health care received by a behavioral health recipient.

*"Treatment Services"* means covered services provided to identify, prevent, eliminate, ameliorate, improve or stabilize specific symptoms, signs and behaviors related to, caused by, or associated with a behavioral health disorder.

*"Tribal RBHA"* means a Native American Indian tribe under Contract with ADHS to coordinate the delivery of behavioral health services to eligible and enrolled persons who are residents of the Federally recognized Tribal Nation that is the party to the Contract.

*"Tribe"* means the Pascua Yaqui Tribe

*"Utilization Review"* means a methodology used by professional health personnel that assesses the medical indications, appropriateness and efficiency of care and services provided.

# TERMS AND CONDITIONS

## Pascua Yaqui IGA

### EXHIBIT A

#### PERIODIC AND AD HOC REPORTING REQUIREMENTS

REPORT	FREQUENCY	WHEN DUE	REFERENCE	SUBMIT TO
Referral Logs for Emergency and Routine Assessment Appointments	Monthly	15 <sup>th</sup> day after month end	Agreement	Bureau of Quality Management and Evaluation
Seclusion/Restraint Reporting/Monthly Summary Report	Monthly	10 <sup>th</sup> day after month end	Agreement	Bureau of Quality Management and Evaluation
Incidents and Accidents Summary Report Concerning Persons with SMI or in Need of Special Assistance	Monthly	10 <sup>th</sup> day after month end	Agreement; ADHS/DBHS Policies and Procedures Manual	Office of Human Rights
Identification of Each Person in Need of Special Assistance	Monthly	10 <sup>th</sup> day after month end	Agreement; ADHS/DBHS Policies and Procedures Manual	Office of Human Rights and Appropriate Human Rights Committee
Redacted Restraint and Seclusion Summary Report Concerning Children and Persons with SMI	Monthly	10 <sup>th</sup> day after month end	Agreement; ADHS/DBHS Policies and Procedures Manual	The Appropriate Human Rights Committee
HIV Quarterly Activity Report	Quarterly	30 <sup>th</sup> day after end of quarter	Agreement; ADHS/DBHS Provider Manual	Bureau for Substance Abuse Treatment & Prevention
Inpatient File	Quarterly	30 <sup>th</sup> day after quarter end	Agreement	Bureau of Quality Management and Evaluation
Open Performance Improvement Initiatives	Quarterly	30 <sup>th</sup> day after quarter end	Agreement	Bureau of Quality Management and Evaluation
Quarterly Showing Report and Statistical Appendix	Quarterly	10 <sup>th</sup> day after quarter end	Agreement; ADHS/DBHS Policies and Procedures Manual	Bureau of Quality Management and Evaluation
Quarterly Network Status Report	Quarterly	October 31 January 31 April 30 July 31	Agreement	Clinical Services
Quarterly Administrative and Services Income and Expense Report	Quarterly	45 days from quarter end	Agreement	Office of Financial Review
Out of State Placements Summary	Quarterly	15 <sup>th</sup> day after quarter end	Agreement	Medical Director
Member Satisfaction Survey	Biennially		ADHS QM Plan	Bureau of Quality Management and Evaluation

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REPORT	FREQUENCY	WHEN DUE	REFERENCE	SUBMIT TO
Annual Administrative Review Corrective Action Plan Update	Annually	on the 15 <sup>th</sup> day of June of Agreement year	Tribe Agreement	Policy Office
Annual Provider Network Listing Report	Annually	March 1, 2006 and each year thereafter	Agreement	Clinical Services
Annual Quality Management/Performance Improvement Plan including prior year evaluation summary	Annually	November 30	ADHS Provider Manual IGA-Section V, XVII	Bureau of Quality Management and Evaluation
Annual Quality Management and Utilization Management Plan	Annually	February 15	Agreement	Bureau of Quality Management and Evaluation
Business Continuity Plan	Annually	July 10 of each contract year	Agreement	Office of Compliance
Medical Care Evaluation: Study Methodology	Annually	October 1	ADHS/DBHS Policies and Procedures Manual	Bureau of Quality Management and Evaluation
Medical Care Evaluation: Study Results	Annually	September 1	ADHS/DBHS Policies and Procedures Manual	Bureau of Quality Management and Evaluation
Annual Non-Title XIX Service Prioritization	Annually	March 1	Agreement	Clinical Services
Annual Provider Network Development and Management Plan	Annually	July 1, 2005; March 1, 2006 and each year thereafter	Agreement	Clinical Services
Network Assurance	Annually	July 1, 2005; March 1, 2006 and each year thereafter	Agreement	Clinical Services
Network Inventory	Annually	January 15 <sup>th</sup> of each year	Agreement	Clinical Services
Annual Trending Analysis – Incident, Accidents and Deaths	Annually	June 30	Agreement	Bureau of Quality Management and Evaluation
Audited Financial Statements	Annually	180- days from Fiscal Year end	Tribe Agreement	Office of Financial Review
Status of Administrative Review Corrective Actions	Annually	June 15	Agreement	Office of Compliance
OMB Circular A-133 Reports	Annually	100 <sup>th</sup> day after fiscal year end	Agreement; Financial Reporting Guide	Office of Financial Review
Prevention Report	Annually	August 31	ADHS/DBHS Prevention Framework for Behavioral Health	Office of Prevention
Corporate Compliance Plan	Annually	October 1	Agreement	Office of Program Support
Centered Spirit Member Handbook	Annually	August 1 or within 30 days of changes made to template by ADHS	Agreement	Policy Office



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REPORT	FREQUENCY	WHEN DUE	REFERENCE	SUBMIT TO
Data and Records Related to Contract	Ad Hoc	Upon Request	Agreement	Bureau of Quality Management and Evaluation
Mortality Review Concerning Enrolled Children & Persons with SMI	Ad Hoc	Within 40 days following Incident Report	ADHS/DBHS Policies and Procedures Manual	Bureau of Quality Management and Evaluation
Report of significant incident/accidents	Ad Hoc	Within one day of awareness	Agreement; ADHS/DBHS Policies and Procedures Manual	Bureau of Quality Management and Evaluation
Report of Use of Seclusion or Restraint Concerning Persons with a SMI and Children	Ad Hoc	Within 7 working days of Contractor's receipt of report	ADHS/DBHS Policies and Procedures Manual	Bureau of Quality Management and Evaluation
Material Change to Network and Network Assurance	Ad Hoc	Report to ADHS upon significant change in operations or capacity	Agreement	Clinical Services
Failure of subcontractor to meet licensing criteria or if subcontract is being terminated or suspended	Ad Hoc	Within 5 days of learning of licensing deficiency, or of deciding to terminate or suspend	Agreement	Clinical Services
Response to Tribal Member Problem Resolution	Ad Hoc	As specified on a request from DHS	Agreement	Clinical Services
Material Changes that could impair the Provider Network	Ad Hoc	Within 1 day of the Unexpected Material Change	Agreement	Clinical Services
Data/Reports/ Information for Audits conducted of DHS	Ad Hoc	Upon request from ADHS	Agreement	Office of Compliance
Reports of Allegations of Physical Abuse, Sexual Abuse, or Death	Ad Hoc	Within 3 working days of occurrence	Agreement; ADHS/DBHS Policies and Procedures Manual	Office of Grievance and Appeals
Grievance or Request for Investigation for People in Need of Special Assistance	Ad Hoc	Within 5 working days of receipt	ADHS/DBHS Policies and Procedures Manual	Office of Human Rights
Incident and Accident Reports Concerning Persons with a SMI and are in Need of Special Assistance	Ad Hoc	Within 3 working days of Contractor's receipt of report	ADHS/DBHS Policies and Procedures Manual	Office of Human Rights
Person No Longer in Need of Special Assistance	Ad Hoc	Within 10 working day of the determination	ADHS/DBHS Policies and Procedures Manual	Office of Human Rights
Request for Special Assistance	Ad Hoc	Within 3 working days of identifying a person in need of special assistance	ADHS/DBHS Policies and Procedures Manual	Office of Human Rights
Incidents of Potential Fraud or Abuse	Ad Hoc	As Occurring	Agreement; ADHS/DBHS Program Support	Office of Program Support
Personnel Changes	Ad Hoc	Within 7 days of change in key personnel	Agreement	Office of the Deputy Director

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REPORT	FREQUENCY	WHEN DUE	REFERENCE	SUBMIT TO
Copies of Management Services Subcontracts for Administrative Review	Ad Hoc	Start of contract, within 30 days of subcontract execution.	Agreement	Policy Office
Copies of Sample Provider Subcontracts	Ad Hoc	Start of contract, - 30 days of subcontract execution.	Agreement	Policy Office
Member Handbook	Ad Hoc	Within 30 days of changes made to ADHS template	Agreement	Policy Office
Complete and Valid Certificate of Insurance	Ad Hoc	Within 30 days of contract implementation	Agreement	Procurement
Redacted Incidents and Accidents Reports Concerning All Enrolled Persons	Ad Hoc	Within 3 working days of Contractor's receipt of report	Agreement; ADHS/DBHS Policies and Procedures Manual	The Appropriate Human Rights Committee
Tribal Provider Policies	Ad Hoc	November 1, 2005 and within 14 days of policy revisions	Agreement	Policy Office
Redacted Restraint and Seclusion Reports Concerning Persons with a SMI and Children	Ad Hoc	Within 3 working days of Contractor's receipt of report	Agreement; ADHS/DBHS Policies and Procedures Manual	The Appropriate Human Rights Committee